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|---|--|--------------------|---------------------|---|---------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 OF 2 | | |
| 2. AMENDMENT/MODIFICATION NO. PS04 | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. 21435308 | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY GSA/FEDSIM Acquisition (QF0BE) 1800 F Street, NW, 3100 Washington, DC 20405 Contract Specialist Name: Yvette P White Contract Specialist Phone: 703-605-3657 | | CODE 47QFCA | | 7. ADMINISTERED BY (If other than item 6) | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DR MCLEAN, VA, 22102-3830 Phone: (888) 224-7041 Fax: (703) 902-3200 | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q17AJC0022 / GS00Q17AJC0022 | |
| | | | | | | 10B. DATED (SEE ITEM 13) 09/22/2017 | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledge receipt of this amendment on each of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) 285F.Q00FB000.AA10.25.AF151.H08 Total Amount of MOD: [REDACTED] FOIA Exemption 4 | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 43.103(a) and FAR 52.217-8 Option to Extend. | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise the Option to Extend Services clause (FAR 52.217-8), realign current funding, add incremental funding and add COR. See attached SF30 Continuation Page and Conformed Task Order. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) Brian J. Green, Senior Vice President | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Derrick L. White DERRICK WHITE Digitally signed by DERRICK WHITE Date: 2018.06.21 17:24:43 -04'00' | | | |
| (b) (6) | | | | 15C. DATE SIGNED 6/21/2018 | | 16B. UNITED STATES OF AMERICA K WHITE | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | 16C. DATE SIGNED 6/21/2018 | |

| Line Item Summary | | | | | | | |
|-------------------|---|----------------------------|-------------|-------------------|------------------------|-------------------------|-------------------------|
| ITEM NO. (A) | SUPPLIES OR SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | Rev. Ext. Price (F) | Prev. Ext. Price (G) | Amount Of Change (H) |
| 0001 | Labor (Tasks 1-7) | 1.0 | NTE | | | | |
| 0002 | Long-Distance Travel Including Indirect Handling Rate | 1.0 | NTE | | | | |
| 0003 | ODCs Including Indirect Handling Rate | 1.0 | NTE | | | | |
| 1001 | OY1 Labor (Tasks 1-7) | 1.0 | NTE | | | | |
| 1002 | OY1 Long-Distance Travel Including Indirect | 1.0 | NTE | | | | |
| 1003 | OY1 ODCs Including Indirect Handling Rate | 1.0 | NTE | | | | |
| | | | | TOTALS: | | | |

FOIA Exemption 4

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Purpose of Modification

1. Exercise Option to Extend Services
2. Incremental Funding
3. Realignment of current year funding
4. Administrative changes to the Task Order

Modification Summary

1. Administrative Changes to the Task Order

- The Cover Page is revised to add the Date of Revision (June 7, 2018) and Modification Number PS04.
- All Pages are revised to reflect Modification PS04 in the Footer.

2. Exercise the Option to Extend Services Clause for a 6-month extension of the TO. The new period of performance will be 09/22/2018 through 03/21/2019. The 6 month extension will require an increase to the CLINs ceiling values by \$44,322,562.54 distributed as follows:

- Section B.7.2, Performance Period: 6-Month Extension and Section J, Attachment K of the task order is updated to reflect the ceiling increases.

- CLIN 1001 – Labor: Increased [REDACTED] FOIA Exemption 4
- CLIN 1002 – Long Distant Travel Including Indirect Handling Rate: Increased [REDACTED]
[REDACTED] FOIA Exemption 4
- CLIN 1003 – ODC's Including Handling Rate: Increased [REDACTED]
- Fixed Fee Increased [REDACTED] FOIA Exemption 4

3. Realignment of Current Year funding in the amount of [REDACTED] FOIA Exemption 4

- CLIN 0001 (Labor Task 2-7) funding is decreased [REDACTED]
- CLIN 0003 (ODC's) funding is increased [REDACTED] FOIA Exemption 4

4. Section J, Attachment C - Incremental Funding Chart is modified to reflect funding as follows:

A. Provide Incremental Funding:

- CLIN 0001 (Labor Tasks 1- 7) funding is increased [REDACTED]
[REDACTED] FOIA Exemption 4
- CLIN 0002 (Long Distance Travel Including Indirect Handling Rate) funding is increased by [REDACTED] FOIA Exemption 4
- CLIN 0003 (ODCs) funding is increased [REDACTED]
- CLIN 1001 (Labor Tasks 1- 7) funding is increased [REDACTED] FOIA Exemption 4
[REDACTED]
- CLIN 1002 (Long Distance Travel Including Indirect Handling Rate) funding is increased by [REDACTED] FOIA Exemption 4
- CLIN 1003 (ODCs) funding is increased [REDACTED]
[REDACTED] FOIA Exemption 4

5. Under **F.6 PLACE(S) OF DELIVERY ACOR** has been added:

Julie Cantu
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 394-4685
Email: Julie.cantu@gsa.gov

6. Changes have also been reflected in a revised Task Order and Incremental Funding Table. Changes in the Task Order are indicated by a vertical, black 'change bar' along the right hand margin. Except as noted herein, all other terms and conditions of this contract shall remain in full force and effect.

SUMMARY OF COST IMPACT OF ABOVE CHANGES

- The total funding obligated under this Task Order is increased [REDACTED]
[REDACTED] FOIA Exemption 4
- The total estimated cost/price of the Task Order remains unchanged and shall not exceed \$64,219,044.00.

CONTRACT

GS00Q17AJC0022

Global Threat Mitigation Program (GTMP)- ARCYBER

in support of:

Army Cyber Command (ARCYBER) and its DoD Partners



Issued to:

**Booz Allen Hamilton (BAH)
8283 Greensboro Drive
McLean, VA 22102
DUNS: 006928857**

Conducted under Federal Acquisition Regulation (FAR) 15

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

**Awarded: 22 September, 2017
Modification PS04**

FEDSIM Project Number DE00898

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Contract. An acronym listing to support this Contract is included in **Section J, Attachment B**.

B.2 ORDER TYPES

The contractor shall perform the effort required by this Contract on a Cost-Plus-Fixed-Fee (CPFF) – Term (level of effort) basis for Contract Line Item Number (CLIN) 0001, and 1001; and a Not-to-Exceed (NTE) basis for CLINs 0002, 0003, and 0004 as well as CLINs 1001, 1003, and 1004.

B.3 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 50 miles from the place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

| | |
|------|---------------------------|
| CLIN | Contract Line Item Number |
| CPFF | Cost-Plus-Fixed-Fee |
| NTE | Not-to-Exceed |
| ODC | Other Direct Cost |
| QTY | Quantity |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.1 PERIOD OF PERFORMANCE:

MANDATORY TERM CPFF LABOR CLIN

| CLIN | Description | Level of Effort/ # of Hours | Cost | Fixed Fee | Total CPFF |
|------|-------------------|-----------------------------|------|-----------|------------|
| 0001 | Labor (Tasks 2-7) | [REDACTED] | | | |

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COST REIMBURSEMENT TRAVEL, EQUIPMENT AND MATERIAL, and ODC CLINs

| CLIN | Description | | Total Ceiling Price |
|------|--|-----|---------------------|
| 0002 | Long-Distance Travel Including Indirect Handling Rate [REDACTED] | NTE | [REDACTED] |
| 0003 | ODCs Including Indirect Handling Rate [REDACTED] | NTE | |
| 0004 | Contract Reporting (Task 1) | NTE | |

FOIA Exemption 4

FOIA Exemption 4

FOIA Exemption 4

TOTAL CEILING PERIOD OF PERFORMANCE CLINs:

(b) (4)

B.3.2 PERFORMANCE PERIOD: 6-MONTH EXTENSION (September 22, 2018 – March 21, 2019)

MANDATORY TERM CPFF LABOR CLIN

| CLIN | Description | Level of Effort/ # of Hours | Cost | Fixed Fee | Total CPFF |
|------|-------------------|-----------------------------|------|-----------|------------|
| 1001 | Labor (Tasks 2-7) | [REDACTED] | | | |

FOIA Exemption 4

COST REIMBURSEMENT TRAVEL, EQUIPMENT AND MATERIAL, and ODC CLINs

| CLIN | Description | | Total Ceiling Price |
|------|--|-----|---------------------|
| 1002 | Long-Distance Travel Including Indirect Handling Rate [REDACTED] | NTE | [REDACTED] |
| 1003 | ODCs Including Indirect Handling Rate [REDACTED] | NTE | |
| 1004 | Contract Reporting (Task 1) | NTE | |

FOIA Exemption 4

FOIA Exemption 4

FOIA Exemption 4

TOTAL CEILING PERIOD OF PERFORMANCE CLINs:

(b) (4)

GRAND TOTAL CEILING PERIOD OF PERFORMANCE CLINs: \$ __64,219,044__

B.4 SECTION B TABLES

B.4.1 ODCs AND TRAVEL HANDLING RATE

ODCs and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices,

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the Contract shall not exceed the rate specified in the schedule of prices above.

B.4.2 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The costs to be reported under this subtask are those associated with the reporting requirements specified in **Section C.4.1** and relate to this contract only.

B.5 INCREMENTAL FUNDING

B.5.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

FOIA Exemption 4

Incremental funding in the amount of [REDACTED] for CLINs 0001 through 1003 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through (to be determined at award). The Contract may be modified to add funds incrementally up to the maximum of \$64,219,044. over the performance period of this Contract. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this Contract on a CLIN-by-CLIN basis.

When the work required under any CLIN is completed, and that work is within the total estimated cost shown above, the contractor shall be entitled to payment of fixed fee proportional to cost incurred for that CLIN. The contractor may present, with its monthly vouchers for costs, a fee voucher in an amount bearing the same percentage of fixed fee as the certification of incurred costs bears to the total estimated cost for each CLIN. However in accordance with FAR 52.216-8, the FEDSIM Contracting Officer (CO) may withhold further payment of fixed fee until a reserve shall have been set aside in an amount which the FEDSIM CO considers necessary to protect the interest of the Government.

Incremental Funding Chart for CPFF

See **Section J, Attachment C** - Incremental Funding Chart (Excel Spreadsheet).

B.6 CPFF – TERM - LEVEL OF EFFORT

- a. The contractor agrees to provide the level of effort as specified in **Section B.3**, Services and Prices/Costs, CPFF-TERM **CLIN 0001** in performance of this Contract.. The total level of effort for the performance of this Contract shall be [REDACTED] FOIA Exemption 4
1. Effort performed in fulfilling the level of effort obligations specified above shall only include effort performed in direct support of this Contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) performed outside of **Section F.2**, Place of Performance, or location otherwise authorized under this Contract, or other time and effort which does not have a specific and direct contribution to performance of this Contract.
- b. It is understood and agreed that the rate of hours expended per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the specified level of effort prior to the expiration of the term.
1. If at any time the contractor finds it necessary to accelerate the expenditure of direct labor prior to the expiration of the term, the contractor shall notify the FEDSIM CO in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The contractor shall not accelerate any effort until receipt of such written approval by the FEDSIM CO. Any agreement to accelerate will be formalized by contract modification.
2. The FEDSIM CO may, by written order, direct the contractor to accelerate the expenditure of direct labor. This order shall specify the acceleration required and the resulting revised term. The contractor shall acknowledge this order within five days of receipt.
- c. In the event that less than 100 percent of the specified level of effort of the contract is actually expended by the end of the performance period, the FEDSIM CO shall have the option of:
1. Effecting a reduction in fixed fee by the percentage by which the total expended man-hours is less than 100 percent of the specified level of effort.
- (i) reduce the fee of this contract as follows:
- $$\text{Fee Reduction} = \frac{\text{Fee} (\text{Required level of effort} - \text{Expended level of effort})}{\text{Required level of effort}}$$
- (ii) Requiring the contractor to continue performance, subject to the provisions of FAR 52.232-22 "Limitations of Funds," until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.
- c. The terms and conditions of this section do not supersede the requirements of FAR clause 52.232-22 "Limitation of Funds."

B.7 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

The contractor is required to work OCONUS. Labor shall be in accordance with:

- a. The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.
- b. The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR, but shall not receive allowance and benefits in excess of those identified in the DSSR.

For costs that are not specifically addressed in the DSSR, the Government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements.

C.1 BACKGROUND

U.S. military, other military forces, and U.S. DoD interagency partners face a multitude of threats such as Irregular Warfare (IrW), Hybrid Warfare, Asymmetric Warfare (AW) and regional threats such as hostile nation states, terrorist organizations, and extremists acting alone or in concert with global organizations. These global and prolific threats continue to drive these organizations' strategic, operational, and tactical mission sets; planning and intelligence gathering activities; training requirements development; and, mission readiness requirements. The U.S. military must adapt to defend the homeland, advance its strategic interests, provide global security, and prepare forces for theater. Combating these threats requires the military to possess significant knowledge of the strategic, operational, and tactical environments in order to permit coordinated and informed U.S. military operations. The military must constantly conduct analyses and assessments of the current threat environment [e.g. Electronic Warfare (EW)] in order to identify capabilities such as Counter- Improvised Explosive Device (C-IED) measures, non-kinetic effects, and ballistic missile defense (BMD) measures that can be utilized by the U.S. military to combat evolving and emerging threats and protect deployed forces.

IrW threats will continue to drive the U.S. military's training and mission readiness requirements to meet U.S. Combatant Commander Needs for capable military forces. The military must be agile in developing tactics, techniques, and procedures (TTPs) in order to increase mission effectiveness. IrW analyses, assessments, and training are critical to the U.S. military in order to ensure forces are adequately prepared for deployment to theater.

Evolving threats will continue to face the US military. ARCYBER and its partner organizations continue to need cyberspace operations and global threat mitigation support to meet its vital mission requirements.

C.1.1 PURPOSE

The purpose of this Contract is to provide subject matter expertise and threat mitigation support for ARCYBER's cyberspace operations. This contract will provide ARCYBER and its interagency and partner nation forces, with assessments which identify and analyze emerging threats and provide potential capabilities the U.S. military can utilize to combat these threats. These threat mitigation activities include, but are not limited to: training support, IO activities, intelligence support, messaging platforms based on modern marketing techniques, BMD strategies, and C-IED measures. The end state of this Contract is to bolster the U.S.'s security interests and positions, both at home and abroad, and to protect forces from emergent threats.

C.1.2 AGENCY MISSION

C.1.2.1 ARCYBER

The United States Army Cyber Command(ARCYBER) directs and conducts integrated electronic warfare as well as information and cyberspace operations, as authorized, or directed, to ensure freedom of action in and through cyberspace and the information environment, and to deny the same to their adversaries.

C.2 SCOPE

The scope of this Contract is to provide the services identified in this Performance- Work Statement (PWS) to ARCYBER and its strategic and operational partners. Services shall be provided to ARCYBER and its commands and associated organizations.

Additional COCOMs and their subordinate commands may be added to the list of supported commands in the future.

C.3 OBJECTIVE

Coordinated service delivery and a sound approach to managing risk across all organizations are the primary objectives of this Contract. Historically, ARCYBER and its partner organizations have operated independently from one another. One of the objectives of this Contract is to bring these organizations together to build synergies, drive efficiencies, lower costs, and where appropriate and in conjunction with the Government, streamline processes and procedures, and engage in knowledge sharing activities. One of the ultimate end states of this Contract is to develop a total support solution enduring Home Station training capability, ensuring Warfighters are ready and capable to conduct operations. It is an objective to coordinate and streamline activities between ARCYBER and its supported organizations. The contractor shall make recommendations to facilitate knowledge sharing activities where appropriate and in conjunction with the Government. Each supported organization is looking to gain synergies and efficiencies over the life of the Contract.

C.4 TASKS

The following tasks are in support of this Contract and are detailed below:

- a. Task 1 - Accounting for Contract Services
- b. Task 2 - Provide Program Management
- c. Task 3 - Execute transition-Out
- d. Task 4 - Strategic Planning and Capabilities, Threat, and Intelligence Analyses and Assessments
- e. Task 5 - Training Support
- f. Task 6- Army Adapt the Force (AtF) Assessment
- g. Task 7 - Surge Support

C.4.1 TASK 1 – ACCOUNTING FOR CONTRACT SERVICES

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor shall provide an Accounting for Contractor Services Report (**Section F**,

Deliverable 1) to satisfy this requirement. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.4.2 TASK 2 – PROVIDE PROGRAM MANAGEMENT

The contractor shall provide program management support under this contract. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this PBSOW. The contractor shall identify a Program Manager (PM) by name who shall provide management, direction, administration, quality control, and leadership of the execution of this contract.

The contractor shall facilitate Government and contractor communications; use industry best-standards and proven methodologies to track and document contract requirements and activities to allow for continuous monitoring and evaluation by the Government; and ensure all support and requirements performed are accomplished in accordance with the TO. The contractor shall notify the FEDSIM Contracting Officer Representative (COR) and Technical Point of Contact (TPOC) via a Problem Notification Report (PNR) (**Section J, Attachment D**) of any technical, financial, personnel, or general managerial problems encountered throughout the contract period of performance (PoP).

The contractor shall provide strategic enterprise-level guidance that integrates support across all task areas; ensure support is IAW contract requirements; and, schedule meetings and provides deliverables in accordance with Section F.

C.4.2.1 SUBTASK 2.1 – COORDINATE A PROGRAM KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a Program Kick-Off Meeting (**Section F, Deliverable 2**) after Contract Award (CA) and no later than September 29, 2017 at a location approved by the Government. The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues; and, to discuss transition activities, invoicing, travel authorization, and reporting procedures. Additionally, this meeting will provide the opportunity for the contractor and the Government to establish a common understanding of cost, schedule, and performance expectations.

At a minimum, the attendees shall include vital contractor personnel including Key Personnel, all Government stakeholders, the TPOC, the FEDSIM Contracting Officer (CO), and the FEDSIM COR. At the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (**Section F, Deliverable 3**) that shall include, at a minimum, the following topics/deliverables:

SECTION C – PERFORMANCE WORK STATEMENT

- a. Points of contact (POCs) for all parties
- b. Staffing Plan and status
- c. Security discussion
- d. Invoicing considerations
- e. Transition discussion

The contractor shall provide the following at the Kick-Off meeting:

- a. All deliverables required to be provided to the Government at the Kick-Off Meeting are listed in **Section F**.

The Government will provide the contractor with the number of participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting minutes report in accordance with **Section C.4.2.6, Provide Meeting Reports**, documenting the Kick-Off Meeting discussion and capturing any action items.

C.4.2.2 SUBTASK 2.2 – PREPARE A PROGRAM MANAGEMENT PLAN (PMP)

The contractor shall prepare and deliver a draft and a final PMP. The contractor shall utilize the PMP as the foundation for information and resource management planning. At a minimum, the PMP shall:

- a. Describe the proposed management approach including, but not limited to, the proposed program organization and staffing model/plan
- b. Provide an overall Work Breakdown Structure (WBS) and associated responsibilities and partnerships between or among Government organizations
- c. Describe in detail the contractor's approach to risk management under this contract and approach to communications including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government
- d. Be integrated with the contractor's Quality Control Plan (QCP)
- e. Contain detailed Standard Operating Procedures (SOPs) for all support to be provided under this contract
- f. Include any milestones, tasks, and subtasks required in this contract

The contractor shall provide the Government with a draft PMP (**Section F, Deliverable 4**) on which the Government will make comments. The final PMP (**Section F, Deliverable 5**) shall incorporate the Government's comments. The PMP shall be updated as changes in the program occur (**Section F, Deliverable 6**). The PMP shall be reviewed and updated as needed on an annual basis, at a minimum and the contractor shall conform to the latest Government approved version of the PMP. The contractor shall keep the PMP electronically accessible to the Government at all times.

C.4.2.3 SUBTASK 3 – QUALITY CONTROL PLAN (QCP)

The contractor shall provide a QCP (**Section F, Deliverables 7 and 8**) that identifies its approach to quality control in meeting the requirements of each task area of the Contract (i.e., not just the corporate generic quality control process). The offeror shall describe its quality

SECTION C – PERFORMANCE WORK STATEMENT

control methodology and approach for determining and meeting performance measures identified. The QCP shall contain at a minimum the following:

- a. Performance Monitoring Methods that align with the Performance Requirements of the Government Quality Assurance Surveillance Plan (QASP) (**Section J, Attachment R**).
- b. Performance Measures.
- c. Approach to ensure that cost, performance, and schedule comply with task planning.
- d. Methodology for continuous improvement of processes and procedures, including the identification of service metrics that can be tracked in the Contract.
- e. Government Roles.
- f. Contractor Roles.

The contractor shall periodically update the QCP, as required in **Section F, Deliverable 9**, as changes in program processes are identified.

C.4.2.4 SUBTASK 4 – PREPARE A CONSOLIDATED MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide a consolidated MSR (**Section F, Deliverable 10**) in a format acceptable to the Government. The consolidated MSR shall be submitted electronically to the FEDSIM COR and the TPOC by the fifteenth (15th) of each month. The consolidated MSR shall mirror the TSM reporting format and include a summary description of the following activities occurring across **the entire** contract below:

- a. Status of Concept, Current Activities, and Collaboration Concept. This section includes a brief description of each task and its activities during the reporting period, including progress of ongoing, new, or completed activities.
- b. Issues, concerns, delays, and corrective actions also include proposed resolutions and risk mitigation plans for all identified issues that may affect project deliverables, personnel, or cost.
- c. Government actions required (deliverables awaiting Government approval, etc.)
- d. Financial status including
 1. Actual contract burn through the previous month and projected cost of each CLIN for the current month.
 2. Up-to-date spend plan including actuals and forecast.
 3. Cumulative invoiced amounts for each CLIN.
- e. Recommendations for modifications or improvements in tasks or processes and changes to the Program Management Plan.

C.4.2.5 SUBTASK 5 – PROVIDE PROBLEM NOTIFICATION REPORTS (PNRs)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment D**) as soon as it becomes apparent to the contractor that a scheduled deliverable will be late, a cost overrun will occur, or any other event will occur that could negatively impact contract performance. The contractor shall include in the PNR the rationale, the expected mitigation strategy, and overall project impact. The FEDSIM COR will review the PNR and provide guidance to the contractor.

Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

C.4.2.6 SUBTASK 6 – PROVIDE MEETING REPORTS

The contractor shall submit Meeting Reports (**Section F, Deliverable 11**), as requested by the TPOC and/or FEDSIM COR, to document meetings. The Meeting Report shall at a minimum include the following information:

- a. Meeting attendees and at a minimum, identify organizations represented
- b. Meeting date and location
- c. Meeting agenda
- d. Purpose of meeting
- e. Summary of what transpired (issues and risks discussed, decisions made, and action items assigned)
- f. Conclusion
- g. Recommendation(s)
- h. Next scheduled event(s) impacting or impacted by the meeting

C.4.2.7 SUBTASK 7 – CONVENE CONSOLIDATED TECHNICAL STATUS MEETINGS

The contractor PM shall convene a monthly Technical Status Meeting (**Section F, Deliverable 12**) via teleconference or video teleconference with the TPOC, FEDSIM COR, Component/Command Project Managers (CPMs), and other Government stakeholders. The purpose of this meeting is to ensure consistency and continuity across all areas, ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide summaries of these meetings (**Section F, Deliverable 13**) including attendance, issues discussed, decisions made, and action items assigned for example. These minutes shall be provided to the COR within five workdays following the meeting.

C.4.2.8 SUBTASK 8 – PROGRAM COORDINATION

Work under this highly complex contract occur at numerous locations worldwide. Historically, organizations covered in the scope of the contract have operated independently. The independent nature of operations has led to a lack of efficiency in the management of activities and sharing of knowledge. One objective of this contract is to bring these various organizations into alignment in order to build synergies; identify and understand the interdependencies; develop and maintain consistency in process and procedures; prioritize knowledge sharing; and, realize efficiencies.

C.4.2.9 SUBTASK 9 – CONVENE INTEGRATED PROGRAM REVIEWS (IPRs)

The contractor shall convene IPRs (**Section F, Deliverable 14**) at a minimum of twice yearly in conjunction with the Government. The purpose of IPRs is to facilitate understanding and cross-leveling of emerging issues, newly developed best practices, and key lessons learned at the HQ and at each training site.

C.4.2.10 SUBTASK 10 – CONVENE TRAINING SUPPORT PACKAGE (TSP) REVIEWS

The contractor shall convene TSP reviews (**Section F, Deliverable 15**) at a minimum of twice yearly in conjunction with the Government. The objective of the TSPs is to assess the current training curriculum in each organization in scope of this contract; and, documentation across the contract and its effectiveness based on After Action Reviews (AARs), lessons learned, etc. The contractor shall stay informed of the current status of doctrine because significant changes to the TSP may occur if there is a change to doctrine. Should changes to doctrine occur, the contractor shall make recommendations for updates or changes to the TSP. Upon Government acceptance, the contractor shall be responsible for making the approved updates and changes.

C.4.2.11 SUBTASK 11 – ESTABLISH AND MAINTAIN COLLABORATION PORTALS

The contractor shall establish and maintain collaboration portals which both Government - approved contractor personnel and Government personnel can access via the Common Access Card (CAC). The portals shall be hosted in a secure environment able to support both unclassified and classified information and shall be For Official Use Only (FOUO). The contractor shall provide the TPOC and the FEDSIM COR with a recommended strategy/solution (**Section F, Deliverable 16**) for these portals within 30 workdays of PS and once the TPOC and FEDSIM COR have provided the authority to proceed, the contractor shall have the portals operational (**Section F, Deliverable 17**) within 30 workdays of the TPOC and FEDSIM COR approval. The portals shall, at a minimum, contain the following information:

- a. Current PMP
- b. Current Transition-Out Plan
- c. Current QCP
- d. All Monthly Status Reports (including appended Trip Reports)(**Section J, Attachment E**)
- e. Status on all deliverables previously provided or pending
- f. Current and past period cost data by CLIN

It is also the Government's intent that the sites be used as a central repository for all contract documents and deliverables developed under this contract to facilitate knowledge sharing across all locations, foster collaboration, and ensure efficiencies are gained.

C.4.3 TASK 3 – TRANSITION-OUT

The contractor shall provide a draft Transition-Out Plan within six months of award (**Section F, Deliverable 18**). The Government will work with the contractor to finalize the Plan in accordance with Section E (**Section F, Deliverable 19**). The contractor shall ensure the transition to the next contractor is effectively facilitated and executed.

The contractor shall provide Transition-Out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the contract. The contractor shall provide a Transition-Out Plan to the Government and provide updates IAW Section F. The contractor shall identify, at a minimum, how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes

- b. Points of contact
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government.
- i. A final invoice and close-out schedule with the dates and actions to be completed for close-out

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition.

C.4.4 TASK 4 – STRATEGIC PLANNING AND CAPABILITIES, THREAT, AND INTELLIGENCE ANALYSES AND ASSESSMENTS

C.4.4.1 SUBTASK 1 –STRATEGIC PLANNING AND CAPABILITIES ANALYSIS

The contractor shall assess the current strategic planning efforts for countries related to this Contract to verify that appropriate concepts, capabilities, technologies, and non-materiel solutions have been identified and incorporated to enhance the effectiveness of theater and regional operations. This assessment shall include the analysis of the integration of Command and Control (C2) and critical mission systems infrastructure [e.g., Global Information Grid (GIG), transportation, logistic, public works, and Intelligence, Surveillance, and Reconnaissance (ISR)]; threats such as terrorism and proliferation of WMD (e.g., high-yield explosives and IEDs); threats to force protection; and, threats to the interests of Allies and partner nations (e.g., illicit trafficking, and global terrorism).

The contractor shall conduct gap analysis of strategies and plans in order to identify and mitigate any potential risks present in the core mission.

These core missions could include, but are not limited to, maintaining ready forces for global operations; securing global access theater-wide; enhancing support to NATO and the EU; and promoting regional stability. The contractor shall identify any risks and assess how susceptible the missions are to a changing strategic environment, transnational foreign fighters countering Russian aggression, foreign fighter flow, advancements in technologies [e.g., sensor and communication technologies aimed at enhancing missile defense and emergence of new threats (e.g., Iranian and Syrian missiles)].

The contractor shall conduct threat analyses of critical mission sets and critical competencies (e.g., security assistance/cooperation interactions with AOR countries to support operations so that all contract supported organizations and commands/locations have the necessary information to provide a measured, well-informed, and timely responses to various threats. The contractor shall prepare Strategic Capabilities Assessment Reports (**Section F, Deliverable 21**) which contain the results of research conducted, describe the analysis performed, and include any proposed recommendations.

The contractor shall conduct evaluations of current coalition and joint forces military capabilities [e.g., Non-Combatant Evacuation (NEO) and Vehicle Equipment Management, Assessment, and

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Training Teams (VEMAT)] to identify and recommend initiatives through cost-benefit tradeoff analysis for all contract covered countries. The contractor shall conduct assessments on the impact of the changes implemented to national security objectives and policy upon current strategic objectives, capabilities, and plans. From these assessments, the contractor shall develop recommendations regarding Joint Capability Integration Development System (JCIDS) under the framework of the Capability Based Planning (CBP) process. The contractor shall also analyze and verify that capabilities and directives plans remain highly adaptable and are compliant with national objectives.

The contractor shall also provide support for the execution of USECUOM's NATO Response Force (NRF) program which includes, but is not limited to, support for the NATO RAP and other security cooperation programs which support Allies and partner nation participation in the NRF. This support includes, but is not limited to:

- a. Analyzing the NRF program Force Generation results and the Supreme Headquarters Allied Powers Europe (SHAPE) Long Term Rotational Plan.
- b. Identifying NRF exercises and priority countries.
- c. Supporting USEUCOM coordination with NATO Force Structure and Command Structure.
- d. Planning and assessing participation of rotational Army battalion task force training at Joint Multinational Training Command/Joint Multinational Readiness Center.
- e. Advising USEUCOM Command Group and USECUOM J5/8 leadership engagement with DoD, DoS, and Congress on strategic policy and program issues related to NATO RAP and NRF.
- f. Providing subject matter expertise on building partner capacity (BPC) authorizations, funding, policies, and processes in support of the USEUCOM strategy.
- g. Synchronizing coordination of USEUCOM BPC program and legislative proposals with the DoD Office of the Secretary of Defense (OSD), JS, DoS, U.S. Office of Management and Budget (OMB), and Congressional Staff.
- h. Designing, analyzing, and provide recommendations for planning workshops supporting implementation of key security cooperation programs in accordance with the USEUCOM strategy and Theater Campaign Plan (TCP).
- i. Serving as the subject matter expert for all USEUCOM enabling NATO efforts as defined in the TCP to include development of specific tasks and identifying specific country focus areas, advising leadership, and providing assessment data on achievements of activities.
- j. Supporting ECJ5/8 participation in various NATO, DoD, and DoS conferences and roundtables by preparing and conducting briefing and providing guidance and advice to USEUCOM leadership at all relevant NATO forums.

The contractor shall also provide support to the development of the USEUCOM Arctic Strategy by providing advice on the design, development, execution, and analysis of Arctic related initiatives, plans, safety and security events and equities, and any other events in the region. This support could include, but is not limited to developing USEUCOM Arctic strategy and plans in the region; and, providing technical expertise for design and execution of seminars, conferences, tabletop exercises and/or staff training events for USEUCOM Arctic engagement.

C.4.4.2 SUBTASK 2 – SECURITY ASSISTANCE PROGRAM (SAP) ANALYSIS

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The SAP is in place to strengthen bilateral (and in some cases multilateral) security relationships; enhance partner capacity and self-sufficiency; promote effective civil-military relations; and, provide recommended training, equipment, and material through security assistance programs, specifically through the Global Peace Operations Initiative (GPOI) program. GPOI is a U.S. Government-funded SAP intended to enhance international capacity to effectively conduct UN and regional peace support operations (PSOs) by building partner nation capabilities to train and sustain peacekeeping proficiencies; increase the number of capable military troops and formed police units (FPUs) available for deployment; and facilitate the preparation, logistical support, and deployment of military units and FPUs to Peace Operations (PO).

The scope of this subtask is focused on enhancing the capabilities of partner nations. Partner nations need to be able to defend themselves against current and future threats (e.g., Al-shabaab, al-Qaida, IEDs, and ISIL) defend and secure their borders; deter terrorists' infiltration of population centers; and, enhance the self-sufficiency of their existing and future critical infrastructure (e.g., communication networks, weapon system architectures, C2 structures), equipment, supplies, and training that is essential for force protection and counter-terrorism plans.

The contractor shall conduct socio-economic/culture data gathering of current GPOI partner countries and other eligible countries and regional organizations across Africa and Europe. Utilizing the data gathered, the contractor shall conduct gap assessments and develop and provide recommendations regarding end-states and benchmarks for partner nations, in partnership with the U.S. and international contributors, to build requisite partner nation capacity and capabilities such as training area infrastructure, equipment and training courses. The contractor shall be able to provide partner nations with the data necessary for the nations to achieve full training capability by assessing the nations' needs for the final stages of building sustainable, self-sufficient, peace operations training and equipment/infrastructure capabilities. The contractor shall document the analyses conducted; gap assessment results; and subsequent recommendations in Partner Nation Capacity Reports **(Section F, Deliverable 22)**.

Additionally, the contractor shall work in conjunction with the Government to expand the GPOI program by prioritizing and adding new capable partner nations; assess potential new partner nation capacity to train for and contribute to peace operations; and, provide detailed analysis to the Commands for attending and contributing to national and international security cooperation forums (i.e., meetings of partner nations to discuss operational capabilities, gaps, and strategies to close the identified operational capability gaps) in partner nations. Additionally, the contractor shall also provide specialized GPOI training for European and African nations as directed by the Government.

The contractor shall also conduct research of current U.S. policy and guidance and develop analytical recommendations for Concept of Operations (CONOPS) and TTPs for both current and emerging security issues, including antiterrorism/force protection and full spectrum interoperability with all contract covered countries. The contractor shall assess capabilities and systems which detect, identify, and mitigate threats, such as the Counter-Radio Electronic Warfare (EW) Vehicle Receiver/Jammer (CVRJ). The contractor shall conduct anti-terrorism (AT) and force protection (FP) assessments, critical infrastructure protection assessments, and risk assessments. The contractor shall provide AT/FP Plans **(Section F, Deliverable 23)** that define the recommended CONOPS for current and emerging security issues. The results of the assessments shall provide qualitative evaluations of force protection action results and related

metrics. Additionally, the contractor shall provide FP Risk Assessment Methodologies (**Section F, Deliverable 24**) that identify critical assets/potential threats, assess any potential risks and the associated impacts, and analyze counter-measures. These assessments shall assist the Government in providing qualitative evaluations of force protection and related metrics for partner nations.

C.4.4.3 SUBTASK 3 – GLOBAL THREAT ASSESSMENTS AND INTELLIGENCE ANALYSES

Under this subtask, the contractor shall be responsible for constantly conducting global, enterprise-wide threat analyses in order to identify and recommend how the U.S. military can best defend itself against threats, such as IEDs, ballistic threats, WMDs, or purposeful EMI for example, as they arrive in the ever-changing world environment. As new global challenges arrive, the contractor shall be constantly assessing these threats and providing the Government with Global Threat/Intelligence Assessment Reports (**Section F, Deliverable 25**). Within these reports, the contractor shall focus on:

- a. Nontraditional information collection/intelligence gathering activities
- b. Threat trends
- c. Technologies employed
- d. Tools used
- e. Organization of networks
- f. Current crises
- g. Operational environments (including, but not limited to, the political, military, economic, social, information, infrastructure, and physical environment of the area)
- h. How information is being spread or migrated
- i. Additional information as required by the Government.

Outputs and information gathered shall also be utilized by the contractor to develop training curriculum or to support any work performed under this contract.

The contractor shall also look to the outside DoD community and across Government to participate in information sharing. The Government will look to the contractor to recommend how it can support other federal agencies, as part of the whole-of government approach, in defeating the threats they face. The contractor shall analyze threats prior to their arrival in the homeland. When requested by the Government, the contractor shall also provide DoD's interagency partners [e.g., Department of Homeland Security (DHS) and the Department of Justice (DOJ)] with information regarding the effects on probable targets and enemy threat TTPs; recommended courses of action (COA) to reduce identified risks; improved training by increasing the training's relevance to current threats and TTPs; and, exercise development in order to enhance the interagency's ability to deal with an evolving and complex threat. Leveraging its global awareness of the threat evolution, the contractor shall analyze information dissemination processes and technologies in order to provide recommendations which improve information flow, reduce uncertainty, and enhance the readiness of both DHS and DOJ, and the National Guard and DoD forces in support of these two agencies.

C.4.4.4 SUBTASK 4 – REGIONAL THREAT ASSESSMENTS AND INTELLIGENCE ANALYSES

Whereas the scope of subtask 1 was to conduct threat analyses at a global, enterprise-level view in order to identify trends; the scope of this subtask is to identify specific threats at a regional level and perform intelligence analyses in order to identify counter measures that can be taken to counteract the specific threats. Using technical, biometric, and forensic intelligence gathered, trends observed, theater lessons learned, deployment AARs, IED components discovered, events, and any other information or intelligence sources available to the contractor, the contractor shall provide specific intelligence analyses regarding concepts, threats, policies, and potential mitigation strategies.

The contractor shall provide Regional Threat/Intelligence Reports (**Section F, Deliverable 26**) which detail the results of the research conducted and the analysis performed, along with recommendations for counter measures to reduce risks associated with any potential and identified threats. Information analyzed shall be in accordance with the U.S. military's priority intelligence requirements and other information needs and shall include:

- a. Threat plans
- b. Mission analysis
- c. Technology research
- d. Concept and process development
- e. Social-cultural analysis
- f. Strategic plan development
- g. Transformation architecture development
- h. Coalition sharing initiatives
- i. Operations, dispositions, and capabilities supporting current operations and contingency planning

The contractor's analysis shall include information on regional use of IEDs and specific strategies that can be undertaken regarding how to counter/mitigate the IEDs. The contractor shall also examine threats from traditional foreign intelligence sources and from non-traditional, non-state actors such as Hezbollah or Al-Qaida. As a part of its analysis, the contractor shall also be looking sources such as at VEOs, state actors supporting terrorism, and Financial Intelligence (FININT). Additionally, the contractor shall research, compile, and analyze data related to intelligence from identity resolution; intelligence from information, material, or persons (IMP) collected on an objective, point of occurrence/event; and all source intelligence collection. The contractor shall provide recommendations which shall enhance the U.S. military's ability to support regional assessments as required for Commands, deploying forces, and selected agencies.

C.4.5 TASK 5 – TRAINING SUPPORT

C.4.5.1 SUBTASK 1 – HOME STATION COUNTER-IMPROVISED EXPLOSIVE DEVICE (C-IED)/IRREGULAR WARFARE TRAINING

The objective of this subtask is for the contractor to implement effective and relevant training curriculums to equip warfighting units with the ability to identify and target adversaries in a hybrid threat environment. This will result in minimized risks and increased unit survivability in the ever evolving threat environment. The contractor shall deliver specialized TTP training to include "hands-on" training, simulation, and exercises and practical application at the CTC,

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installations, camps and stations, both CONUS and OCONUS at the locations listed in Section F below.

There are three levels of training in scope of this contract.

- a. **Individual training** – the most basic level of training, general information regarding the material or non-material device is provided; operator level training.
- b. **Collective training** – a CTE exercise typically held at the home station simulating what units will face in the operation environment when deployed. It is an opportunity to apply the knowledge learned at the installation during the individual and leader training. The focus of this training is the collective group
- c. **Leader training** – emphasizes a Train-the-Trainer (T3) approach at the unit home station locations. In the T3 approach, company grade non-commissioned officers/officers train their units the individual and collective training required for the unit to meet its mission requirements.

On occasion, the contractor staff conducting training shall be required to travel with or to the unit to observe the CTE or another offsite training event to provide training, mentoring, and coaching and provide the Government with feedback regarding the effectiveness of the individual and collective training conducted. Additionally, as required by the Government, the contractor staff shall be prepared to surge support to particular location(s) at any given time.

This subtask has two areas of focus, AtN and DtD. With Government approval, the contractor shall develop TSPs and training scenarios. The TSPs are actual training material and documentation delivered to units during the training sessions. The contractor developed training documentation shall be based on current analyses of the operational environment(s) in order to keep pace with the evolving threat environment. The content of the TSPs shall be tailored to the projected COCOM AOR. The contractor shall also work closely with existing Army Communities of Practice to ensure alignment across the various ASCCs and COCOMs. Additionally, the contractor shall integrate technical and operational information into training through ongoing curriculum updates and revisions in coordination with training center and home station personnel.

AtN provides a focused approach to understanding and operating against a well-defined type of enemy activity—such as terrorism, insurgency, or organized criminal actions—that threatens stability in the operational area and is enabled by a network of identifiable nodes and links. AtN line of operation enables offensive operations against complex networks of financiers, threat fabricator(s), trainers, and their supporting infrastructure by providing threat surveillance, reconnaissance, information operations, counter-bomber identification, biometrics, and weapons technical intelligence capabilities. AtN actions require a common and consistent operational framework built on three tactical areas: gain valuable intelligence, build relationships, and neutralize the adversary. The training developed shall not only teach forces to recognize and specifically identify potential threats in their operating environment, but shall also teach forces how to properly respond to encountered threats.

AtN training shall be provided on, but not be limited to, the following topics. As new capabilities emerge, the contractor shall provide the same support as included in this subtask.

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- a. **Operational Environment (OE)/Counterinsurgency (COIN)** – learning about the operation environment the soldier is in, knowledge regarding geography, cultural traditions, threats present, etc.
- b. **Operational and Tactical Intelligence Support (OTIS)** – OTIS is a holistic training capability which encompasses those operational and intelligence tasks which provide the tactical commander situational awareness and the ability to flex intelligence skills and tasks across the warfighting functions in any operational environment. OTIS provides Commanders with a tailorable training menu for operations and intelligence fusion, focused at BCT and below level that is applicable to any mission requirement. OTIS utilizes analog functions for austere environments, supports ICoE/MCoE institutional training, and is focused for any Operational Environment. OTIS is comprised of four core functions: Intelligence Enabled Tactical Operations, which includes Company Intelligence Support Teams (CoIST) and AtN/Network Engagement; Operational Environment which includes COIN, Cultural Awareness, and Regional Briefs; Operation Fusion which includes Command Post Intelligence Operations (CPIO) and Intelligence, Surveillance, and Reconnaissance (ISR); and Threat Integration which includes Threat Briefs, Hybrid Threats, and Tactical Cyber Threats.
- c. **Decisive Action** – recommended activities in order to neutralize the enemy, what are your priorities, how to apply your resources; operational network analysis, etc.
- d. **Biometrics Training** – teaches tactical employment and operations of current non-program of record (non-POR), bridging solutions to programs of record, and programs of record biometrics systems. System users should learn how to capture quality biometrics and troubleshoot potential problems.
- e. **Site Exploitation** – this is comprised of Search (SE)/Forensics. There is a method to the search pattern utilized when a soldier arrives at an unknown location, Information, Material and Personnel (IMP) collection and processing; training should be provided on how to properly conduct the search and where the information and material gathered should be sent afterward.
- f. **Weapons Tactical Intelligence (WTI)** – EOD forces, the knowledge of how an explosive is constructed so it can be safely defeated. There are also parts of WTI related to AtN topics, the soldier should be able to look at the parts and pieces of an unknown device in order safely and properly dissect them in order to determine how those parts and pieces relate to the rest of the device and the environment around them. WTI could include, but is not limited to, looking at circuitry of devices, newer programming techniques being utilized, or electronic components. The soldier should be trained on how to analyze an unknown device, how to safely defeat the device, and what to do with the device.

The contractor shall assess the current AtN C-IED methodology and identify and analyze the existing gaps and deficiencies in training that are affecting the warfighter's survivability for each of the AtN training topics listed above. The contractor's analysis shall also lead to the development and recommendation of transformational Information Collection concepts that capture new processes, methodologies, and emerging technologies. Additionally, the contractor shall develop recommendations for TTPs which shall identify the "best practices" used in numerous situations that maximize the effectiveness of individual and organizational equipment.

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The contractor shall document all findings in AtN Training Gap and Assessment Reports (**Section F, Deliverable 27**). These assessments shall also include recommended courses of action to address these issues. The contractor's recommendations shall enhance the Government's ability to implement effective, efficient, and relevant training courses which will prepare units in an ever evolving IED and threat environment. The contractor shall use the knowledge gained through the gap assessments, in addition to TTPs and theater lessons learned, to create AtN TSPs (**Section F, Deliverable 28**), based on the current analysis of the operational environment in order to keep pace with ever-evolving changes in the threat environment. The training shall include best practices and TTPs in theater; knowledge; skills requirements; desired learning outcomes; lesson plans; course materials; practical exercises; and, visual aids. Additionally, the contractor shall create AtN Training Scenarios and Exercises (TSEs) (**Section F, Deliverable 29**), for the above mentioned topics, in addition to any other new and emerging capabilities, to complement the TSPs, for individual, collective, and leader training during pre-deployment MRE. The scenarios and exercises shall improve unit planning and execution of activities and operations.

Upon completion of each training session, the contractor shall provide comprehensive AtN AARs (**Section F, Deliverable 30**) which assesses the unit on its ability to meet the training objectives and on its ability to successfully accomplish the IED and threat mission. The AAR shall also capture the successfulness, relevance, and applicability of various training exercises including any applicable data, trends, metrics, etc. The contractor shall utilize the AARs to identify any lessons learned and corrective actions needed; and, to continuously refine the TSPs and TTPs based upon the knowledge gained.

DtD training provides units with the knowledge and technologies to identify and detect IEDs in the operational environment; recognize potential HME components; neutralize triggering devices; and, clear the threat of IEDs. Defeating the device is an unceasing effort, requiring multiple training events and usage of the latest technological advances in order to counter an adaptive adversary's adjustments to friendly TTPs and IED capabilities. The goal of DtD training is for units to move safely from place to place and to gain and maintain ground dominance. The training should provide forces with the knowledge and skill to recognize and identify potential threats. As a result of the training, soldiers should be able to determine if it is most appropriate to neutralize the threat and continue their mission or call in additional support.

DtD training shall be provided on, but not be limited to, the following topics. As new capabilities emerge, the contractor shall provide the same support as included in this subtask.

- a. Recognition/Avoidance/Mark & Bypass
- b. Home Station Electronic Warfare (EW)/Counter Radio-Controlled Electronic Warfare (CREW)
- c. Hand Held Detectors (HHD)
- d. Route Clearance (RC)
- e. Mobility – including both mounted and dismounted
- f. Unmanned Ground Vehicles (UGV) (Robotics)
- g. Unexploded Ordnance (UXO) mine awareness
- h. IED Awareness
- i. Home Made Explosives (HME)

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The contractor shall assess the current DtD C-IED methodology and identify and analyze the existing gaps and deficiencies in training that are affecting warfighter survivability for each of the DtD training topics listed above. The contractor shall document the findings in DtD Training Gap and Assessment Reports (**Section F, Deliverable 31**). These assessments shall also include recommended courses of action to address these issues. The contractor's recommendations shall enhance the Government's ability to implement effective, efficient, and relevant training courses which will prepare units in an ever adapting IED and threat environment. The contractor shall use the knowledge gained through the gap assessments, in addition to TTPs and theater lessons learned, to create DtD TSPs (**Section F, Deliverable 32**), for the above mentioned topics and other new and emerging threats or capabilities. These TSPs shall be based on the current analysis of the operational environment in order to keep pace with evolving changes in the threat environment. Additionally, the contractor shall create DtD Training Scenarios and Exercises (**Section F, Deliverable 33**), for the above mentioned DtD topics and any other new and emerging threats or capabilities to complement the TSPs, for individual, collective, and leader training during pre-deployment MRE. The scenarios and exercises shall improve unit planning and execution of activities and operations. For example, HME scenarios and exercises shall assist units and personnel in recognizing, locating, and identifying potential or suspected HME sites.

Upon completion of each training session, the contractor shall provide comprehensive DtD AARs (**Section F, Deliverable 34**) which assess the unit on its ability to meet the training objectives and on its ability to successfully accomplish the IED and threat mission. The AAR shall also capture the successfulness, relevance, and applicability of the various training exercises including any applicable data, trends, metrics, etc. The contractor shall utilize the AARs to identify any lessons learned and corrective actions needed; and, to continuously refine the TSPs and TTPs based upon the knowledge gained.

C.4.5.2 SUBTASK 2 – PARTNER NATION AND MULTI-NATIONAL TRAINING

The Army receives numerous requests to provide partner nation, regional security organizations, and Multi-National (MN) capacity building or training. The contractor shall develop recommendations for an assessment methodology that can be used to determine priorities for partner nation capacity building engagement. Additionally, the contractor shall recommend integration points for C-IED training capability for theater priority countries and their associated training plans. The contractor shall take into consideration variables such as the Army Theater Security Campaign (TSC) Plan engagement priorities; the degree of VEO and attendant IED activity in partner nations' AOR; and, the endemic C-IED capacity in those nations. The contractor shall also consider the USAEUR Country Support Plans and any other relevant plans or information sources. The contractor shall also take industry, academia, and other public sector best practices into account when making recommendations. Upon Government approval of the recommended methodology, the contractor shall document the results of its analyses in Partner Nation and MN C-IED Outreach Plans (**Section F, Deliverable 35**). These outreach plans shall be continuously updated by the contractor as needed and based upon engagements with partner nations. The contractor shall also provide support for the coordination of partner nation and MN C-IED training request packages and the tracking of resource availability within the MN resourcing guidelines and processes governed by the Defense Security Cooperation Agency (DSCA), DoS, DoD, USEUCOM J5, and the USAREUR Security Cooperation Program directives.

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At the request of the Government; the contractor shall provide capacity building activities to partner nations and MNs. Capacity building consists of tailoring the existing TSPs or training documentation, to a specified partner nation. It is a diplomatic requirement for the Government to provide training to partner nations and MNs deploying to named U.S. Coalition operations to as close to the U.S. standard as possible and the contractor shall work with the Government to facilitate this process.

AtN and DtD training shall be provided as detailed above in subtask 1. The TSPs and other training documentation provided by the contractor shall be tailored to the specific partner nation or MN audience. The contractor shall work with the Government to vet all training material that will be utilized in partner nation or MN training through the Foreign Disclosure Process (FDO) to ensure the package is suitable for release prior to the commencement of any training activities.

Upon completion of each training session, the contractor shall provide comprehensive Partner Nation and MN AARs (**Section F, Deliverable 36**) which assess the unit/partner nation/MN on its ability to meet the training objectives and on its ability to successfully accomplish the IED and threat mission. The AAR shall also capture the successfulness, relevance, and applicability of various training exercises including any applicable data, trends, metrics, etc. The contractor shall utilize the AARs to identify any lessons learned and continuously refine the TSPs and TTPs based upon the knowledge gained.

C.4.5.3 SUBTASK 3 – ARMY LIVE, VIRTUAL, CONSTRUCTIVE, and GAMING (LVCG) TRAINING

The scope of this task is to enhance and support the existing virtual training environment within the Army Program of Record (POR) Live, Virtual, Constructive Integrated Architecture (LVC-IA) and to support other methods of LVCG training. The Army utilizes Virtual Battlespace (VBS) and Joint Conflict and Tactical Simulation (JCATS) to provide LVCG training. VBS is a simulation engine system used to teach doctrine and TTPs during simulated squad and platoon offensive, defensive, and patrolling operations. VBS delivers a synthetic environment with the desired terrain, scenarios, and models for the practical exercise of leadership and organizational behavior skills required to successfully execute unit missions. VBS incorporates a variety of threats from near-peer to insurgent/asymmetric, non-combatants, and friendly/coalition forces. JCATS is a multipurpose tool that can be tailored around an "infinite number of scenarios" to prepare leaders in planning, creating staff positions, battle tracking and proper communication procedures before and after live training events. JCATS Low Overhead Driver (JLOD) added radar and jamming signatures, as well as supply convoys and consumption. JLOD also features high-value targets and defenses such as theater ballistic missiles, cruise missiles, and integrated air defense, which can simulate coverage of a large area such as the U.S. East Coast. JLOD's modeling of urban population movement and communications supports given the current focus on irregular warfare.

High costs and limited resources constrain the Army's ability to conduct live training of all of the various combat situations that may be encountered on the battlefield and the variety of threats that may be faced in the current global threat environment. M&S, in a gaming environment, provide realistic target, threat, and targeting and engagement effects in order to train units. The use of virtual and constructive systems to conduct training exercises, wargames, and other

SECTION C – PERFORMANCE WORK STATEMENT

activities by units shall lead to a higher degree of proficiency when units are faced with these threats while deployed. Use of these virtual training platforms also allows units to develop the communication and soft skills necessary to successfully work together in theater in addition to preparing them for the operational environment.

The contractor shall provide an integrated Virtual, Constructive, Gaming training support service that leverages the existing Army technologies to enhance mission readiness. This effort will require the use of training architectures and networks to maintain Information Assurance compliance and promote interoperability across the Army Common Operating Environment. The contractor shall provide with the capability to conduct integrated exercises with the Army Battle Command System to support training from strategic through operational and tactical levels down to the individual soldier level. Additionally, as the Army has made a significant investment in its programs of record, the Government is looking for recommendations from the contractor regarding how the Army can best utilize this resource and obtain maximum value from it. The contractor shall propose recommendations regarding increasing the capability of games for training. Once Government approval has been received, the contractor shall proceed with implementation of the approved, additional capabilities and provide support for the period of performance of this contract

The contractor shall conduct less than company size (Company-/Platoon+) unit threat mitigation training using VBS. In conjunction with the VBS training, battalion tactical staffs may organize to enhance the training audiences' experience and conduct reporting and maneuver requirements. The contractor shall work with the company/staff/unit to customize the training and the training length to their needs. The contractor shall provide the capability to facilitate exercises for echelons within the CBRNE Response Enterprise. The contractor shall provide training and sustainment of Joint Fires Observer (JFO) tasks utilizing models, controllers, and simulators and integrating the Fires, Intelligence, Surveillance, and Reconnaissance (ISR), Unmanned Aerial Vehicle (UAV), and EW. Additionally, VBS is the authorized simulation device for Mounted Machine Gunnery as it allows the Master Gunner to develop a series of increasingly more difficult scenarios as forces progress in capability. The purpose of these simulated exercises is to ensure that forces possess the skills and experience necessary to safely execute live-fire exercises, which implies a fundamental understanding of the engagement process, fire commands, engagement techniques, and marksmanship. This serves as the culminating test of their abilities and skills on the platform. The contractor shall complete Table II simulations as a Gate to Live Fire (GTLF).

The contractor shall conduct VBS AARs (**Section F, Deliverable 37**) in order to provide training feedback and reviews of individual unit processes. The contractor is not only responsible for facilitating VBS training; the contractor shall also provide all technical support and customization for the platform as well. As directed by the Government and stemming from evolving threats, the contractor shall build and customize scenarios in VBS based on terrain, ports, airfields, energy infrastructure, etc. to mimic the operational environment as closely as possible. Customization of the VBS platform is a critical requirement to ensure the training is as effective as possible.

C.4.6 TASK 6 – ARMY ADAPT THE FORCE (AtF) ASSESSMENT

FORSCOM, as the Adapt the Force Line of Effort Lead, along with the Army's Force Providers, USAREUR, USARPAC, USASOC and ARNG, collaborate with COCOMs and other ASCCs,

and are responsible for synchronizing, coordinating, and integrating C-IED initiatives into the Army Force Generation (ARFORGEN) process. AtF facilitates homestation training and ensures that C-IED capabilities are integrated at the right time in the training cycle to ensure units are manned, equipped, and trained to conduct C-IED operations when deployed to the theater of operations and in support of homeland defense and civil support operations.

Training and Doctrine Command (TRADOC) assists FORSCOM by working with capability and resource providers from across the Army and Joint CIED community to integrate DtD and AtN capabilities across DOTMLPF domains. TRADOC also assists FORSCOM by capturing, analyzing, and disseminating observations, insights and lessons (OIL) about the current IED threat and TTP to inform CIED training and capability development.

The Joint Improvised Explosive Device Agency's (JIDA formerly JIEDDO), an Army Combat Support Agency, mission to rapidly provide C-IED capabilities in support of Combatant Commanders and to enable the defeat of the IED as a weapon of strategic influence is the DoD counterpart to the Army's AtF Enterprise.

C.4.6.1 SUBTASK 1 – ENTERPRISE-WIDE TRAINING METHODOLOGY

The contractor shall use the outputs from the assessments and analyses conducted under this contract and any other relevant information sources to provide an Enterprise-Wide Strategic Training Methodology Framework (**Section F, Deliverable 42**). This framework shall identify how the contractor will work with the Army to AtF through training and the framework to make recommendations as to how to best enhance the operational effectiveness of the troops in IED environments and other threats around the world. One of the objectives of this contract is to introduce synergies and collaboration amongst the Army organizations in terms of training methodology and curriculum. The contractor shall ensure efficiencies are gained and minimize redundancies, where it is appropriate and makes sense, based on the structure of that particular organization. As a part of the contractor's strategic framework, the Army is seeking recommendations on innovative training approaches which can be used to combat the challenges posed by IEDs and other threats.

The majority of the training currently provided is in a traditional, classroom-based environment at the home station. In some situations and environments, that may be the best approach; however, the Army will look to the contractor to identify ways the Army could introduce technology and other innovative training approaches into the current training model. One of the priorities for the Army is to improve the readiness of units while making efficient use of limited home station resources. The contractor shall develop recommendations as a part of the framework regarding the incorporation of LVCG in order to prepare units for the CTC rotation and real world deployments. Use of LVCG training is inconsistent throughout the ASCCs with the ARNG employment at the Home Station training lanes, readiness centers and unit armories..

The Government also is looking for recommendations regarding how to effectively and efficiently maximize the use of LVCG throughout the Army; in other words, where does it make the most sense? The contractor shall analyze and assess the data it collects during unit training and incorporate that with industry best practices; Home Station training resources; threat and unit capabilities; and, any other relevant sources to craft these recommendations on how the Army can evolve and most effectively and efficiently deliver mission-critical threat training.

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One of the objectives over the course of this contract is to introduce more efficient and effective training delivery methodologies. Currently, FORSCOM, USARPAC, USAREUR, USASOC, and ARNG each utilize slightly different training methodologies. This is because each operates as a separate entity in a unique environment with varying limitations and for that reason, a unified methodology across all five organizations would not be effective. However, the Government is looking to the contractor to make recommendations regarding how each organization can become more efficient and effective with regard to its training delivery methodology.

FORSCOM and USASOC all have a traditional, classroom-based training model with units attending classes on base at their home station across the U.S. USAREUR utilizes a traditional, classroom-based model as well; however, all contractor trainers are fixed with the units and training is currently provided at the European locations listed in Section F below. USARPAC has evolved into a Train the Trainer (T3) model and is comfortable with its current model, but has yet to determine the optimal frequency of master training courses each year and how to incorporate refresher training. USARPAC training occurs throughout the Pacific region at the sites listed in Section F below.

FORSCOM, USASOC, USAREUR are looking for recommendations from the contractor as to how they could evolve towards incorporation of the T3 model, where appropriate, to make the training process more efficient and effective. ARNG, on the other hand, has a more blended approach utilizing both LVCG and some classroom-based training as teaching methodologies, then practice what has been learned with live, in-person exercises. One of ARNG's limitations is that it often does not have access to the various Counter Radio-Controlled Electronic Warfare (CREW) systems or C-IED training devices and equipment that the other ASCCs and COCOMs do; instead, it relies on the LVCG to allow units to see where everything is and how they work without ever having touched the equipment.

The scope is not just limited to AtF at home; the contractor shall also recommend methods to AtF for the deployed forces operating in uncertain environments, whether it is a routine deployment or combat operations, where traditional training methods, such as the Army Training Network, are unavailable. These forces face varying types of threats and as the technology evolves and new threats emerge and evolve, the forces need to be trained in theater to respond to these threats. For example, unit may be trained on a certain type of IED threat that it is expected to encounter during deployment. However, when the unit arrives in theater and discovers a new type of IED threat has materialized, the unit must be equipped to defeat the device and ensure survivability.

In researching training methodologies, the contractor shall not just focus on traditional classroom-based delivery methods. The contractor shall also research existing documentation, publications, procedures, lessons learned, Master Scenario Event Lists (MSEL), and professional literature to highlight program documents facilitating "best practices" for joint and combined exercise programs.

C.4.6.2 SUBTASK 2 – ENTERPRISE-WIDE TRAINING COURSE MANAGEMENT AND CURRICULUM DEVELOPMENT

Army Regulation 350-1 directs C-IED training for units prior to deployment; however, it does not dictate where and when the training must occur and there is not a set training schedule at

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each training location. The contractor shall be responsible for the coordination and scheduling of unit training at each location. It shall be the contractor's responsibility to integrate itself within the units at a particular location/home station and work with the units to schedule their required training sessions. Essentially the contractor shall market the courses it provides and ensure seats are filled.

The Government is also looking to the contractor to recommend how training courses can be managed and tracked across the Army. The contractor shall provide the Government with recommendations regarding how the Army can best utilize the existing Army Training Systems of Record, such as the Army Training Requirements and Resources System (ATRRS) and the Digital Training Management System (DTMS), to best fulfill this need. The Government desires to have the contractor-provided training courses included in a system(s) of record to provide a more automated process for units/forces to sign-up for courses. Inclusion in the system(s) shall also provide the Government with the ability to track who took what courses, where, and when as well. The contractor shall document its analysis and recommended approach(s) in an Enterprise-Wide Training Course Management Methodology Framework (**Section F, Deliverable 43**). The Government will select a contractor-recommended approach. Once the Government approval is received from the TPOC, the contractor shall proceed with its approved strategy and shall utilize this system or process to track who has taken which classes, when and where for all training provided by the contractor.

Part of training management is also finding ways to measure the effectiveness of the training provided. The contractor shall provide AARs following the completion of each training course conducted or exercise supported as detailed below in the Army C-IED Training Support task. However, the Government is also looking for contractor recommendations regarding how the Army could assess the effectiveness of training months after its completion to check in with those who took the course or participated in the exercise to not only ensure proficiency was retained, but to also to determine if a refresher needs to be provided because the threat has changed in some way. The contractor shall provide recommendations to the Government regarding how to assess the effectiveness and if a refresher needs to be provided, how that can most efficiently and effectively be accomplished.

Also keeping in line with the Contract objectives to build synergies and increase collaboration and knowledge sharing across the Army organizations in scope of this task, is the Government's requirement for a standardized curriculum development process. The objective is to utilize a base set of TSPs and modules for C-IED training across the Army. The intent is so that a unit receiving training in Texas is receiving the same training as a unit in Alaska. The base set of TSPs and modules shall be modified and customized as necessary to fit the requirements of specific Army organizations or accommodate for any regionally-specific threats. The current set of Army C-IED TSPs can be found at: <http://www.forscom.army.mil/CI2C>

The Contractor shall develop advanced instructional capabilities for intelligence professionals and other service members. This training may be executed on the ground and while airborne onboard USAF-owned aircraft and other aircraft as required by the government.

C.4.6 TASK 7 – SURGE SUPPORT

As directed by the Government, the contractor shall support previously unplanned training needs. The scope of this task is the same as the above tasks; however, work under this task shall support

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unplanned contingencies. This support could be provided to, but is not limited to, other Army organizations, other components of DoD, other Government agencies, or civilian law enforcement. Additionally, training location could be CONUS or OCONUS. The contractor shall utilize training documentation previously developed or previously provided under this Contract and if necessary, customize the content to fit the required need. In the event of a one-off threat, the contractor shall develop and provide new training documentation. Depending on the need, this may not be a full-fledged TSP; it could simply be an information sheet or some other type of training aid. The contractor shall also conduct and provide Surge Support AARs (**Section F, Deliverable 38**).

Examples of surge support that could be requested include working with Global Reaction Forces who are trained for one situation or scenario and then shifted to a different situation or scenario on short or no notice. It could also include working with the Global Response Forces (GRF), Regionally Aligned Forces (RAF), Army Contingency Forces (ACF) or any unit with a Prepare to Deploy Order (PTDO). Another example would be providing training to civilian law enforcement officers in preparation of a presidential visit to Hawaii. The contractor would conduct training on C-IED awareness, vehicle, person, and building search procedures. The contractor would assess policies as related to operational C-IED training and develop prioritized recommendations for procedural changes that the organization could adopt. A pre-deployment ACCM training requirement could also develop based on un-forecasted/unpredictable regional or global threats as well as a classified training requirement from a former ACCM program.

Additionally, a requirement could arise for the contractor to provide training in theater. If a unit in theater encounters a new threat not covered during the pre-deployment training and other training methods are unavailable, the contractor shall be prepared to travel to the unit and provide the necessary instruction.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

Packaging and marking of all deliverables must at a minimum conform to normal commercial packing standards to assure safe delivery at destination.

During performance of this Contract, any documents identified as classified must adhere to the National Industrial Security Program Operating Manual (NISPOM). A copy of this manual may be provided upon contractor request post award.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this Contract shall be performed by the FEDSIM COR. The client TPOC and performance monitors shall conduct inspections of all work performance, reports, and other deliverables under this Contract and provide the COR with technical input. Additionally, each component organization will have a designated Technical Lead appointed after award who will interact daily with contractor personnel and monitor and provide input to the TPOC on contractor performance. The FEDSIM COR will also use the information obtained from the TPOC and performance monitors to assess contractor work performance reports, and other deliverables under this Contract.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to Contract requirements by the FEDSIM COR. Inspection may include validation of information through the use of automated tools, testing, or inspections of the deliverables. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the Contract, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this Contract, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM COR will provide written notification of acceptance or rejection of all final deliverables within 15 workdays (unless specified otherwise in Section F)(**Section J, Attachment F**). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. All deliverables are considered accepted after 15 workdays without a response.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this Contract is a 12-month period from September 25, 2017 through September 24, 2018.

F.2 PLACE OF PERFORMANCE

Primary Places of Performance are Fort Belvoir, Virginia; Fort Gordon Georgia; Fort Meade, Maryland; Other National Capital Region locations; and other areas in the ARCYBER and partner organization's AOR.

F.3 CONTRACT SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this Contract.

The following abbreviations are used in this schedule:

IAW In Accordance With
NLT Not Later Than
OP Option Period
PMP Project Management Plan
PS Project Start
CA Contract Award
WD Workdays

All references to days are Government Workdays. Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The contractor shall deliver the deliverables listed in the following table:

| NO | MILESTONE/DELIVERABLE | Applicable DFARS Clause 252.227- 7013 | Applicable DFARS Clause 252.227- 7020 | RFP REFERENCE | PLANNED COMPLETION DATE |
|-----------|---|--|--|--------------------------|---|
| | Project Start (PS) | | | | CA |
| 1 | Accounting for Contractor Services Report | * | | C.4.1 | NLT October 31st of each year |
| 2 | Program Kick-Off Meeting | * | | C.4.2.1 | CA |
| 3 | Kick-Off Meeting Agenda | * | | C.4.2.1 | CA |
| 4 | Draft PMP | * | | C.4.2.2 | NLT 10 WD after PS |
| 5 | Final PMP | * | | C.4.2.2 | IAW Section E |
| 6 | PMP Updates | * | | C.4.2.2 | As needed, no less frequently than annually |
| 7 | Draft Quality Control Plan (QCP) | * | | C.4.2.3 | NLT 10 WD after PS |

SECTION F – DELIVERABLES OR PERFORMANCE

| | | | | | |
|----|--|---|---|----------|--|
| 8 | Final QCP | * | | C.4.2.3 | IAW Section E |
| 9 | QCP Updates | * | | C.4.2.3 | As needed, no less frequently than annually |
| 10 | Consolidated Monthly Status Report (MSR) | * | | C.4.2.4 | 15th day of the subsequent month |
| 11 | Meeting Reports | * | | C.4.2.6 | IAW PMP and as requested |
| 12 | Monthly Technical Status Meeting | * | | C.4.2.7 | IAW PMP |
| 13 | Monthly Technical Status Meeting Minutes | * | | C.4.2.7 | NLT 5 WD after Monthly Technical Status Meetings |
| 14 | Integrated Program Reviews (IPRs) | * | | C.4.2.9 | IAW PMP, minimum of twice yearly |
| 15 | Training Support Package (TSP) Reviews | * | | C.4.2.10 | IAW PMP, minimum of twice yearly |
| 16 | Recommended Strategy/Solution for Collaboration Portals | * | | C.4.2.11 | NLT 30 WD after PS |
| 17 | Operational Collaboration Portals | | * | C.4.2.11 | NLT 30 WD after Government approval of strategy/solution |
| 18 | Draft Transition-Out Plan | * | | C.4.3 | PS + 6 months |
| 19 | Final Transition-Out Plan | * | | C.4.3 | IAW Section E |
| 20 | Transition-Out Plan Updates | * | | C.4.3 | IAW PMP and Section C.4.5 |
| 21 | Strategic Capabilities Assessment Reports | * | | C.4.4.1 | IAW PMP |
| 22 | Partner Nation Capacity Reports | * | | C.4.4.2 | IAW PMP |
| 23 | Anti-Terrorism/Force Protection (AT/FP) Plans | * | | C.4.4.2 | IAW PMP |
| 24 | FP Risk Assessment Methodologies | * | | C.4.4.2 | IAW PMP |
| 25 | Global Threat/Intelligence Assessment Reports | * | | C.4.4.3 | IAW PMP |
| 26 | Regional Threat/Intelligence Reports | * | | C.4.4.4 | IAW PMP |
| 27 | Attack the Network (AtN) Training Gap and Assessment Reports | * | | C.4.5.1 | IAW PMP |
| 28 | AtN Training Support Packages (TSPs) | | * | C.4.5.1 | IAW PMP |

SECTION F – DELIVERABLES OR PERFORMANCE

| | | | | | |
|----|--|---|---|---------|-----------------------------|
| 29 | AtN Training Scenarios and Exercises (TSEs) | | * | C.4.5.1 | IAW PMP |
| 30 | AtN AARs | * | | C.4.5.1 | IAW PMP |
| 31 | Defeat the Device (DtD) Training Gap and Assessment Reports | * | | C.4.5.1 | IAW PMP |
| 32 | DtD TSPs | | * | C.4.5.1 | IAW PMP |
| 33 | DtD TSEs | | * | C.4.5.1 | IAW PMP |
| 34 | DtD AARs | * | | C.4.5.1 | IAW PMP |
| 35 | Partner Nation and Multi-National (MN) C-IED Outreach Plans | * | | C.4.5.2 | IAW PMP |
| 36 | Partner Nation and MN AARs | * | | C.4.5.2 | IAW PMP |
| 37 | VBS AARs | * | | C.4.5.3 | IAW PMP |
| 38 | Surge Support AARs | * | | C.4.6 | IAW PMP |
| 39 | Copy of Contract (initial award and all modifications) | * | | F.4 | Within 10 workdays of CA |
| 40 | OPSEC SOP/Plan | * | | H.11 | With 90 calendar days of PS |
| 41 | RESERVED | * | | | |
| 42 | Enterprise-Wide Strategic Training Methodology Framework | * | | C.4.6.1 | IAW PMP |
| 43 | Enterprise-Wide Training Course Management Methodology Framework | * | | C.4.6.2 | IAW PMP |

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this Contract. The Government reserves the right to treat non-conforming markings in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial Contract, or any modification to the Contract (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 39**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response

SECTION F – DELIVERABLES OR PERFORMANCE

to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by email and removable electronic media, as well as submitting them to the applicable portal (**Section C.4.2.11**). The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

| | |
|-----------------|----------------------|
| a. Text | PDF or MS Word |
| b. Spreadsheets | PDF or MS Excel |
| c. Briefings | PDF or MS PowerPoint |
| d. Drawings | PDF or MS Visio |
| e. Schedules | PDF or MS Project |

The contractor shall work with the Government to determine a format(s) acceptable to the Government when content type differs from the above table.

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables or correspondence shall be delivered to the at the following address:

COR:

GSA FAS AAS FEDSIM
ATTN:
John S. Hegamyer
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 577-2143
Email: john.hegamyer@gsa.gov

ACOR:

GSA FAS AAS FEDSIM
ATTN:
Julie Cantu
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 394-4685
Email: Julie.cantu@gsa.gov

SECTION F – DELIVERABLES OR PERFORMANCE

TPOC:

Jennifer Schwartz
8825 Beulah Street,
Fort Belvoir, VA 22060.
Telephone: 703-706-2128
Email: jennifer.h.schwartz.civ@mail.mil

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment D**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the program impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTOR ADMINISTRATION REQUIREMENTS

G.1.1 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

G.1.1.1 CONTRACT CPARS

Contract performance will be evaluated and captured through the CPARS module (located at <https://www.cpars.gov/>). At a minimum, the Contract performance will be evaluated by GSA FEDSIM upon Contract completion. Evaluations of contractor performance will be provided to the contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the Contract file, and may be used by Federal agencies to support future award decisions.

G.1.2 CONTRACTING OFFICER'S REPRESENTATIVE

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the Contract and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract.

G.1.3 CONTRACT ADMINISTRATION

Contracting Officer:

Derrick White
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (571) 814-0184
Email: derrick.white@gsa.gov

Contracting Officer's Representative:

John S. Hegamyer
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: 202-577-2143
Email: john.hegamyer@gsa.gov

ACOR:

Julie Cantu
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW

SECTION G – CONTRACT ADMINISTRATION DATA

Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 394-4685
Email: Julie.cantu@gsa.gov

Technical Point of Contact:

Jennifer Schwartz
8825 Beulah Street,
Fort Belvoir, VA 22060.
Telephone: 703-706-2128
Email: jennifer.h.schwartz.civ@mail.mil

Additionally, individual partner organization may have a designated Technical Lead appointed after award who will interact daily with contractor personnel and monitor and provide input to the TPOC on contractor performance

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Contract Number: (from GSA Form 33, Block 2)
Paying Number: (ACT/DAC NO.) (From GSA Form 33, Block 6)
FEDSIM Project Number: DE00898
Program Title: GTMP ARCYBER

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the Create New Invoice button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center; however, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the

SECTION G – CONTRACT ADMINISTRATION DATA

client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

G.3 INVOICE REQUIREMENTS

The contractor may invoice the fixed fee on a monthly basis. The monthly fixed fee invoiced shall be proportionate to the amount of labor expended for the month invoiced.

The contractor shall submit a draft copy of an invoice to the FEDSIM COR and ARCYBER TPOC for review prior to its submission to GSA. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

If the Contract has different contract types, each should be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of program completion. Upon program completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following:

- a. Contract Number
- b. Contractor Invoice Number
- c. Current period of performance
- d. Amount of invoice that was subcontracted.
- e. Amount of invoice that was subcontracted to a small business.

G.3.1 COST-PLUS-FIXED-FEE (CPFF) CLINs (for LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPFF CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by supported organization (if applicable), by contractor employee, and shall be provided for the current billing month and in total from program inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the program to date.

- a. Employee name (current and past employees)
- b. Employee company
- c. Employee labor category
- d. Service Occupational Classifications (SOC) number
- e. Exempt or non-exempt
- f. Monthly and total cumulative hours worked
- g. Corresponding indirect rates
- h. Corresponding proposed rate
- i. Effective hourly rate
- j. Fixed fee
- k. Any cost incurred not billed
- l. Labor adjustments (from any previous months (e.g., timesheet corrections))
- m. Current approved billing rates in support of costs billed

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All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges at a minimum at the cost center level and shall also include the Overhead and General and Administrative rates being applied.

G.3.2 OTHER DIRECT COSTS (ODCs)

The contractor may invoice monthly on the basis of cost incurred for the ODC CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All ODCs shall be reported by CTN and shall be provided for the current billing month and in total from program inception to date. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. ODCs purchased
- b. Request to Initiate Purchase (RIP) number or identifier
- c. Date accepted by the Government
- d. Associated CLIN
- e. Program-to-date totals by CLIN
- f. Cost incurred not billed
- g. Remaining balance of the CLIN
- h. Receipts for items purchased under the ODCs CLIN shall be provided
- i. Breakdown of labor under the ODCs CLIN

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges and Fee in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Joint Travel Regulation (JTR) - Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- b. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task and CTN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date

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- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding ten percent of the approved versus actual costs
- l. Indirect handling rate

All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges in accordance with the contractor's DCAA cost disclosure statement.

G.4 CONTRACT CLOSEOUT

The contractor shall cooperate with the FEDSIM CO to close out the Contract as soon as practical after expiration, cancellation, or termination. The contractor shall provide the Government with a detailed schedule of close-out actions to be completed. The schedule shall, at a minimum, include the following:

- a. Expected date of final invoice shall be submitted for labor, travel, materials and equipment.
- b. Expected date of contractor's finalized indirect costs.
- c. Expected date for close-out completion.

After the period of performance has ended, the contractor shall provide the FEDSIM CO and FEDSIM COR with monthly updates on the detailed close-out schedule. The contractor's closeout performance will be evaluated and captured through the Contractor Performance Assessment Reporting System (CPARS) module.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this Contract is 541690, Other Scientific and Technical Consulting Services.

H.2 PRODUCT SERVICE CODES (PSC)

The product service code is R499, Other Professional Services

H.3 SYSTEMS AND CERTIFICATIONS

H.3.1 ADEQUATE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

An adequate accounting system is a system that provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for Government procurements.

The contractor shall notify the FEDSIM CO, in writing, if there are any changes in the status of its accounting system and provide the reasons for the change and copies of audit reports, as applicable.

H.3.2 APPROVED PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) in accordance with DFARS 252.244-7001 is mandatory.

Prior to award, the FEDSIM CO shall verify the validity of the contractor's purchasing system. When reviews are conducted of the purchasing system during the performance of the Contract, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.3.3 CERTIFICATIONS

Per DoD 8570.01-M, DFARS 252.239-7001, and other applicable DoD regulations, the contractor personnel supporting IA/Information Technology (IT) functions shall be appropriately certified upon contract award.

H.4 KEY PERSONNEL

The following are the minimum personnel who shall be designated as "Key." The Government does not intend to dictate the composition of the ideal team to perform this Contract. Therefore,

SECTION H – SPECIAL CONTRACT REQUIREMENTS

the Government will evaluate up to five additional Key Personnel as proposed by the contractor. The Key Personnel must possess all MANDATORY qualifications (those designated as “required”) at time of proposal submission.

a. Program Manager (PM)

The Government desires that Key Personnel be assigned for the duration of the contract with no avoidable turnover.

H.4.1 PROGRAM MANAGER

The contractor shall identify a PM to serve as the Government’s primary POC. The PM is required to provide overall leadership and guidance for all contractor personnel assigned to the Contract including assigning tasks to contractor personnel, supervising on-going technical efforts, and managing overall Contract performance. The PM is responsible for the quality and efficiency of the Contract, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime contractor and have the authority to commit the contractor’s organization and make decisions for the contractor’s organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limitations issues.

It is required that the PM has the following qualifications:

- a. Authority to commit the prime contractor’s organization.
- b. Bachelor’s degree.
- c. Cleared for TS Information and eligible for access to SCI by the Central Clearance Facility (CCF) based on a single scope background investigation.
- d. Current Project Management Institute (PMI) Project Management Professional (PMP) certification or Defense Acquisition Workforce Improvement Act (DAWIA) Program Management Certification
- e. Experience in managing a program of similar size, scope and complexity to the requirements of this Contract

H.4.2 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the FEDSIM CO and COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the Contract, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

H.5 SPECIALIZED NON-KEY PERSONNEL SKILLS

The Government desires that the contractor non-key personnel possess qualifications, skills, and/or experience that meet or exceed description of tasks and subtasks. The contractor shall be capable of rapidly responding to changes associated with the dynamic threat environment.

H.6 ODCs

The Government may require the contractor to purchase ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the Contract. Such requirements will be identified at the time an RFP is issued or may be identified during the course of a Contract by the Government or the contractor. If the contractor initiates a purchase within the scope of this Contract and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a RIP (**Section J, Attachment I**).

The RIP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR and without complying with the requirements of **Section H.9**.

Unless otherwise directed, the contractor must assume responsibility to procure all items necessary to effectively execute the requirements in this Contract.

H.7 GOVERNMENT-FURNISHED PROPERTY (GFP)

The Contractor shall perform work on-site at Government locations or off-site at the contractor's locations as necessary. GFP includes desks, chairs, personal computers, telephones, building badges (i.e., Common Access Cards (CACs)) to enter Government facilities, and basic access to printers, fax machines, scanners, and copy machines. Government-issued laptops or network access will be provided to contractor personnel as required. The telephone and network access will be for official use only and will be subject to communication management monitoring and security monitoring in accordance with Army Regulation (AR) 105-23 and 380-53, respectively. OCONUS GFP may be limited due to space and equipment issues.

The contractor shall safeguard and secure all GFP in accordance with FAR 52.245-1, DFARS 252.245-7003 and DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to the TPOC upon the departure of each responsible contractor employee or at the end of the Contract, whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

H.8 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government will provide all information necessary for completion of the requirements after Contract award.

Use of all GFI for other than Government work is strictly prohibited.

Contractor personnel supporting this Contract may require access to SCI, Special Access Program (SAP), Alternate Compensatory Control Measure (ACCM), North Atlantic Treaty Organization (NATO), Foreign Government Information (FGI), and/or Intelligence information in the performance of their efforts under this Contract. These accesses will be granted on a need-to-know basis, based on the specific requirements, in coordination with the Government.

H.9 RESERVED

H.10 COMMERCIAL SUPPLIER AGREEMENTS

H.10.1 The Government understands that commercial software tools that may be purchased in furtherance of this Contract as described in **Section C** and as contemplated in the equipment and material CLIN in **Section B.3** may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). For purposes of this Contract, the Supplier Agreements are “collateral agreements” within the meaning of the FAR clause at 52.227-14.

H.10.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this Contract. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this Contract; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute “other rights and limitations” as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (May 2014), Alternate III (Dec 2007).

Amendment For Federal Government Licensees, this Agreement is hereby amended as follows:

- a. Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not pre-empted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
- b. Indemnification: Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 U.S. Code (USC) 516.
- c. Changes in templates: This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.

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- d. Fees, taxes and payment: If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
- e. Assignment: Licensors may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.
- f. No waiver of liability or cause of action: Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including but not limited to the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.
- g. Audit: Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime contractor or the Federal Government Licensee's CO (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
- h. Compliance with laws: The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.
- i. Third party terms: Any third party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections a-h above.

H.11 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 apply.

H.12 SECURITY REQUIREMENTS

The contractor shall have access to classified information worldwide and is authorized to use the Defense Technical Information Center (DTIC) and the Defense Courier Service (DCS) as applicable. No contractor generated Communications Security (COMSEC) or GFI may be provided to DTIC. All deliverables prepared by the contractor shall bear the statement “Not Releasable to the Defense Technical Information Center per DoD Directive 5100-38.” The contractor shall require access to Secret, TS, COMSEC, DTIC, SCI, Non-SCI, NATO, and For Official Use Only (FOUO) information.

The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified Confidential, Secret, or TS and requires contractors to comply with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M), and any revisions to DoD 5220.22-M, notice of which has been furnished to the contractor.

All classified systems and personnel security must be IAW the NISPOM. Contractor personnel performing IT sensitive duties are subject to investigative and assignment requirements IAW IA, Personnel Security, and other affiliated regulations. Additional OPSEC requirements to the NISPOM are in effect, and the Government will provide its OPSEC Plan to the contractor. The contractor shall develop an OPSEC SOP/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per DoD regulations in accordance with (**Section F, Deliverable 40**). This OPSEC SOP/Plan shall include the Government’s critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. The contractor shall implement its OPSEC SOP/Plan upon approval by the Government. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor shall ensure this individual becomes OPSEC Level II certified per DoD reference.

The contractor shall also require access to all applicable program/project Security Classification Guides (SCG), the Intelligence Community Information Technology Enterprise (IC ITE), the National Security Agency Network (NSANet), the Secure Internet Protocol Router Network (SIPRNet), and the Non-Secure Internet Protocol Router Network (NIPRNet) as applicable to the systems being supported. The contractor is authorized access to all Program SCG(s) applicable to the contractor’s performance and any other classification guidance that is levied by the Government, at a minimum this includes:

- a. The Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Program SCG dated April 2, 2007
- b. PdM Prophet SCG for Electronic Support and Surveillance
- c. Systems (Non-Signals Intelligence (SIGINT) U//FOUO Tactical Collection Systems) dated June 29, 2012

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d. PM Mission Command SCG for Fires Cells Systems dated June 12, 2012

The contractor shall be responsible for safeguarding all Government items, property, equipment, etc. provided for its use and shall ensure all requirements of the Controlled Inventory Item Code (CIIC) for the commodity or system (including local installation requirements) are adhered to. At the end of each work day, the contractor shall secure all Government facilities, equipment, and materials.

H.12.1 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

All data placed on a DoD/Government computer network will be available for disclosure to anyone deemed to have the proper security clearance and need to know. Company proprietary data or information shall not be placed on the Government computer network. If company proprietary data is placed on the Government computer system, the contractor will not be afforded any protection beyond normal security measures.

H.12.2 SECURITY CLEARANCES

In general, all necessary facility and employee security clearances shall be at the expense of the contractor.

All contractor personnel (including subcontractors, if proposed) under this Contract are required to have, the appropriate level of personnel security clearance before performing any work under this Contract. Some contractor personnel under applicable Section C task areas are required to have an active Top Secret (TS) clearance with Sensitive Compartmented Information (SCI) eligibility before performing any work under this Contract.

The contractor must possess, or acquire prior to award of the Contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification, DD Form 254 (**Section J, Attachment L**). Please note, a separate DD 254 for each organization has been attached to this Contract and the contractor shall enter into a security agreement (or understanding) with the applicable local Government security office. This will ensure the contractor follows local security procedures while performing at the Government facility. At a minimum, the agreement shall identify the security actions that will be performed: (a) By the Government facility for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security reviews under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and (b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified information.

The security policies, procedures, and requirements stipulated in the National Industrial Security Program (NISP), National Industrial Security Program Operating Manual (NISPOM) and any

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supplements thereto are applicable, to include, applicable FAR, Defense Federal Acquisition Regulations (DFAR), and Agency specific guidelines/requirements.

Work on this Contract may require that personnel have access to privacy and other sensitive information. Personnel will adhere to the Privacy Act, Title 5 of the United States Code, Section 552a and applicable Agency rules and regulations. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this Contract, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third-party companies' proprietary data, other than as authorized and required in performance of this Contract. Personnel working on this Contract shall be required to sign a Non-Disclosure Agreement (NDA) prior to beginning any work under this Contract. Pursuant to Section 808 of Publication L.102-190 (DFAS 204, Subpart 204.402(2)), DoD employees or members of the Armed Forces who are assigned to or visiting a contractor facility and are engaged in oversight of an acquisition program will retain control of their work product. Classified work products of DoD employees or members of the Armed Forces shall be handled in accordance with DoD 5220.22-M. The contractor's procedures for protecting against unauthorized disclosure of information will not require DoD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor. The contractor shall also have access to and be required to safeguard For Official Use Only (FOUO), sensitive, confidential, and classified information and material.

H.13 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel.

Contractor personnel shall be required to obtain a facility badge/I.D., CAC, and unclassified and/or classified system accounts (log-on and email). Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. Failure to safeguard any privileged information which may involve the contractor or the contractor's personnel, or to which they may have access, may subject the contractor and/or contractor's personnel to criminal liability under Title 18, Section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor.

Contractor personnel performing services on DoD installations or other Government facilities shall ensure that they are readily identifiable as contractor employees (including subcontractors and consultants). Contractor employees with access to a DoD or other Government Local Area Network (LAN) systems shall:

- a. Identify themselves as contractor personnel at the onset of every telephone call made from a Government telephone or any other phone if the call is made in support of Government-related requirements and activities.
- b. Identify themselves as contractor personnel in all recorded messages including those, which are heard by callers attempting to contact contractor employees via answering machines or voicemail.

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- c. Identify themselves as contractor personnel at the onset of every meeting, conference or any other gathering attended in support of any Government related requirements or activities.
- d. Identify themselves as contractor personnel on any correspondence, documents, or reports accomplished or sent in support of any service provision to the Government, including, but not limited to, correspondence sent via the U.S. Mail, facsimile, or electronic mail (email) inclusive of out-of-office replies.
- e. Wear or display contractor provided nametags, badges or attire which display, at a minimum, the name of the contractor and their respective company.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.14.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement. The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.14.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment G**) and ensure that

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all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the Contract:

- a. Are listed on a signed Addendum to Corporate NDA Form (**Section J, Attachment G**) prior to the commencement of any work on the Contract.
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- c. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this Contract or obtained from the Government is only to be used in the performance of the Contract. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.15 TRAVEL

H.15.1 TRAVEL REGULATIONS

Long-distance travel incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed accounting practices. Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.15.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this Contract, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name(s), destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a Travel Authorization Request (TAR) (**Section J, Attachment M**) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR and JTR. Additionally, DSSR is applicable to all travel outside the U.S.

Requests for travel approval shall:

Requests for travel approval shall:

- a. Identify the Contract number.
- b. Identify the CLIN associated with the travel.
- c. Contain the following:

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- i. Date, time and points of departure,
 - ii. Destination, time and dates of arrival,
 - iii. Name of each Contractor employee, company and position title traveling,
 - iv. Origin,
 - v. Dates of Travel,
 - vi. Organization to be visited,
 - vii. Purpose of Travel,
 - viii. Requesting Individual's Name,
 - ix. Estimate of Travel Funds Required (Include Airfare, Rental Car, Lodging, Transportation, Parking, POV mileage, Gasoline, Other),
 - x. TPOC and/or Technical Lead Concurrence
 - xi. FEDSIM COR Approval
- d. Be submitted in advance of the travel with 5 workdays to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.15.3 SECURITY REQUIREMENTS FOR FOREIGN TRAVEL

The contractor may be required to travel internationally during the Contract period of performance. The contractor shall adhere to the regulations stated in **Section H.15.1** and ensure all contractor personnel traveling overseas have the required documentation and approvals. The contractor shall comply with the DoD Foreign Clearance Guide (FCG) for travel to a foreign country.

For travel to Korea for durations of less than 90 days (within 12 months), the contractor shall consult the following website for applicable training information: www.usfk.mil/.

For travel requirements/restrictions to any other foreign country, see the FCG at the following website for applicable information: <https://www.fcg.pentagon.mil/fcg.cfm> or <http://www.fcg.pentagon.smil.mil>.

Contractor personnel traveling under DoD sponsorship in support of a DoD Contract are considered DoD-sponsored personnel for DoD FCG purposes. The contractor and Sponsoring Agency will ensure all pre-travel requirements are met and annotated IAW FCG. An Aircraft and Personnel Automated Clearance System (APACS) request will be submitted NLT 30 days prior to departure date. FCG directs the use of the APACS as the web-based tool to create, submit, coordinate, and approve personnel travel clearances (Special Area, Theater, and Country) for DoD-sponsored official travel. Upon submittal of an APACS request, the system will provide the user with a tracking number; this will be forwarded to the applicable Technical Lead. The DoD Component(s) sponsoring the DoD contractor travel, will ensure that all necessary clearances (country, theater, and special area clearances, as required) are received before commencing travel. DoD-sponsored contractors shall obtain the proper identification credentials (e.g., passport and visa) to enter and exit each country. For travel to the USCENTCOM AOR, the contractor shall also register in the Synchronized Pre-deployment and Operational Tracker (SPOT) system, in accordance with Section H.18.1.

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The contractor shall stay abreast of all overseas security requirement changes and implement changes as they occur.

H.16 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.17 INSURANCE

The contractor shall be required to have insurance in connection with FAR 52.228-5, (Insurance – Work on a Government Installation) found in **Section I.1**.

- a. Workman's compensation insurance required by law of the State where performance is conducted.
- b. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
- c. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.18 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, Defense Base Act (DBA) insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness OCONUS.

The Government requires that all contractor personnel who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor's CAS Disclosure Statement (D/S) and DCAA approved accounting system, and shall be furnished to the FEDSIM CO within 30 days of Contract award. If required and approved by the FEDSIM CO, additional DBA riders may be charged to the Government.

H.19 DEPLOYMENT REQUIREMENTS

The requirements of this Contract have been identified by the Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this Contract during crisis situations

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(including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the AOR, regardless if they are temporary travelers or permanently deployed/stationed.

The contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this Contract for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.19.1 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

The SPOT system is used to generate Letters of Authorization (LOAs) which define specific Government services and support all contractor personnel are authorized to receive in a deployment area. The contractor shall process LOAs in SPOT for all contractor personnel deploying under the Contract and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements IAW with the attached reference (**Section J, Attachment J**).

H.19.2 PRE-DEPLOYMENT PROCESSING

The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness
- b. Theater Specific Individual Readiness Training (TSIRT) certifications
- c. Current Individual Readiness File (IRF) records needed for identification and processing
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service)
- e. Any other preparation to prevent rejection by the CRC

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.19.3 PASSPORTS, VISAS, AND CUSTOMS

The contractor shall be responsible, at its own expense, for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel. Any exceptions shall be approved, in writing, by the FEDSIM CO or FEDSIM COR.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.19.4 MEDICAL AND DENTAL SCREENING FOR USCENTCOM AOR

The contractor is responsible for completing an annual medical screening for all contractor personnel deployed to the USCENTCOM AOR or other conflict areas as outlined in the reporting instructions at the appropriate level. The contractor shall determine and establish the appropriate level, based on guidance in Modification #12 of the USCENTCOM Individual Protection and Individual, Unit Deployment Policy (available online at <http://cpol.army.mil/library/mobil/MOD12-Dec13.pdf>), and information included in the USCENTCOM Special Requirement 5152.225-5902 – Fitness For Duty And Medical/Dental Care Limitations June 2015 (Section I.3). For additional guidelines, the contractor shall reference Personnel Policy Guidance (PPG)-TAB A to Modification #12, Amplification of the Minimal Standards of Fitness for Deployment to the USCENTCOM AOR.

The medical criteria for screening can vary by individual based on the job they are hired to perform. For example, the contractor may determine that an individual hired to repair electronic systems while working in an air conditioned office at Camp Arifjan, Kuwait may have a different medical screening standard than a field service technician hired to install CREW weapons systems on vehicles at a dirt parking lot at a remote forward operating base (FOB) in Afghanistan.

Aside from establishing an appropriate level of screening based on the job that the individual is hired to perform, the only other specified criterion that must be met is that each contractor employee screened shall have all required immunizations (Modification #12, paragraph 15f contains the list of required immunizations).

Medical screening is an annual requirement and is paid for by the contractor or by the contractor employee, it cannot be charged to the Government. This is true for the initial pre-deployment medical screening and dental evaluation and for the required annual in-theater rescreening. Medical screening may be accomplished by any licensed medical provider; documentation of completion shall be in English and shall be maintained by the contractor.

For any Government site that issues required access badges (typically a CAC), the Base Operations Center personnel can request a copy of documentation for required medical screening as requisite for issuing the access badge. DoD medical personnel may also request this documentation, for review of compliance with this policy.

Under the provision of Modification #12, paragraph 15.C.1.E.1, compliance reviews will be accomplished by in-theater medical personnel.

H.19.5 THEATER CLEARANCE REQUIREMENTS FOR USAFRICOM AOR

The contractor shall comply with the following requirements for any travel to USAFRICOM AOR (does not include travel to HQ USAFRICOM). Additional information may be found at <https://www.africom.mil/staff-resources/travel-to-africa>.

- a. Antiterrorism/Force Protection (AT/FP) Level 1 training within one year of travel. (Located on NIPR at: <https://atlevel1.dtic.mil/at>)
- b. Level A Survival, Evasion, Resistance and Escape (SERE) training in support of the Code of Conduct (CoC) or Service Equivalent (initial or continuation training) within 36 months prior to entering the USAFRICOM AOR.
- c. SERE 100.1 computer-based training satisfies the Level A requirement. (This training can be found on Joint Knowledge On-Line (JKO) page <http://jko.jfcom.mil>, course number J3T A-US022.)
- d. Electronic Digital Isolated Personnel Report (ISOPREP) submitted via the SIPR based Personnel Recovery Mission Software (PRMS) or Army Knowledge On-Line (AKO) “PRO-File” tool. Submitted or reviewed within one year of travel to ensure currency of information and familiarity with content.
- e. Written Force Protection Plan for travelers under CDR USAFRICOM and Service Component Africa Force Protection Responsibility (enter FP Plan date in APACS)
- f. Personnel Recovery Plan (see Formats below) submitted to your Component Personnel Recovery Control Center. Personnel Recovery (PR) preparation is required to prepare for a situation when a traveler needs to be located after they become isolated, whether through accident (e.g., vehicle breaks down en route to a location), political turmoil (e.g., riot) or criminal/terrorist action (e.g., kidnapping). Travelers should prepare for self-sustainment for 96 hours in case of isolation. All DoD travelers need a communication capability to alert PR personnel to isolation, a procedural check-in plan, and emergency supplies/first aid kit/survival gear.
- g. Medical requirements for travel to the USAFRICOM Theater IAW Tab A to Appendix 6 to Annex Q to CDR USAFRICOM Theater Campaign Plan 7000-12- Medical Readiness Requirements for Deployment and Travel include:
 1. Current Periodic Health Assessment (PHA) (or physical exam)
 2. Medical waiver, if required
 3. Current dental exam (Class I or II)
 4. Current vaccinations (Yellow Fever and Polio vaccines must be documented in yellow shot card)
 5. Completed labwork (HIV, G6PD, TB, DNA) IAW Service guidelines
 6. Anti-malarial medications, if required
 7. Permethrin-treated uniforms (at least three) or civilian clothes (at least two sets)
 8. Pre-treated bed net and DEET
 9. Personal medications or medical equipment, if required
 10. Medications for common traveler illnesses (such as diarrhea)
 11. First aid kit on hand

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12. Review of Food Safety briefing located at:

http://phc.amedd.army.mil/phc%20resource%20library/deployment_food_risk_briefing.pdf

13. Review of General Health Counseling briefing located at

<https://www.africom.mil/NewsByCategory/document/10870/-general-health-counseling>

- h. You may use the Travel Health Form (see website above, bullet 13) to facilitate the completion of all medical requirements, and enter the completion date on your APACS request.
- i. Mandatory statements in the Theater Required Information box on the Itinerary Tab of APACS apply to both official and leave travelers.

H.19.6 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., s, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over Contract requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.19.7 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.19.8 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its personnel, including Third Country Nationals (TCNs), entering and/or leaving the area of operations by name, country, location of assignment, and date started working on Contract.

H.19.9 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance IAW the terms and conditions of the Contract. If the contractor replaces an individual who departs without permission, replacement is at the contractor's expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its personnel regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its personnel to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

H.19.10 FORCE PROTECTION

While performing duties IAW the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency will provide force protection to contractor personnel commensurate with that given to Service/Agency civilians in the operations area. Contractor personnel should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

Contractor shall comply with DFARS 252.225-7043, AT/FP for defense contractors OCONUS. This clause applies to both contingencies and non-contingency support. The main AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the Combatant Commander to exercise oversight to ensure the contractor compliance with Combatant Commander and subordinate task force commander policies and directives.

H.19.11 REST AND RECUPERATION (R&R) AND EMERGENCY LEAVE

Deployed personnel shall be eligible for one R&R trip to contractor Home of Record (HOR) per year of deployment IAW with DoD policy and when approved by the FEDSIM COR. Airline fare and per diem for travel days are authorized IAW the FTR. Travelers may travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

In OCONUS areas, emergency leave travel is not chargeable to this Contract, but may be taken in lieu of R&R travel. If a contractor employee is in a deployment location and an emergency

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occurs prior to the normal R&R period, the Government will normally accommodate the emergency leave once the emergency is verified by the Red Cross. If the contractor has questions on what constitutes emergency leave, the contractor shall refer to DoD Instruction 1327.06, dated June 2009. Travel in conjunction with emergency leave (unless traveling from deployment area and emergency leave approved in advance by the FEDSIM COR is in lieu of R&R travel) is at individual expense and not chargeable to the Government.

H.19.12 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its personnel's families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its personnel's status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor personnel's status only when it is in the best interest of the Government.

H.19.13 RETURN PROCEDURES

Upon notification of return, the TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP, provided to the contractor or the contractor's personnel, is returned to Government control upon completion of the deployment. The contractor shall provide the TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFP not returned to the Government.

H.19.14 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the Department of State (DoS) where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its personnel for danger pay, not to exceed that paid Government civilian employees, IAW the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an ODC.

H.19.15 CONTRACTOR FACILITY SUPPORT IN DEPLOYED LOCATIONS

The contractor shall acknowledge it is prepared, if required by the Government, to house and sustain (including feeding) its personnel in deployment locations and to accept/establish a facility off of the U.S. compound. The FEDSIM COR will provide the contractor with written notification if the contractor must billet its personnel outside of the U.S. compound. Security and other services for the facility (including transportation to and from assigned duty location, if the duty location is on a U.S. or Coalition Force compound) may be provided by using Third Country National and Local National (LN) staff, subcontracted for by the contractor awarded this

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Contract. Security service providers must be on the approved vendor listing of both U.S. Forces and the Host Nation Government. All costs associated with this support, if implemented, shall be billed to the Contract as an ODC. Support staff located at this facility, including security staff, will not be sponsored (issued a CAC and /or an LOA) by the Government under this Contract. Construction is prohibited.

H.19.16 DEPLOYMENT-SPECIFIC CONTRACT CLAUSES

Current deployment specific clauses are provided in **Section I.3**.

H.20 STATUS OF FORCES AGREEMENTS (SOFA)

In consultation with the servicing legal advisor, the ARCYBER TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of the Contract and will not justify or excuse the contractor defaulting in the performance of this Contract. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

H.20.1 GERMANY SOFA STATUS PROVISIONS

The contractor shall comply with Army in Europe Regulation 715-9 “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel,” USAR Regulation 600-700, “Identification Cards and Individual Logistics Support,” and guidance provided on DoD Contractor Personnel Office (DOCPER) and USEUCOM Civilian Personnel Directorate websites for SOFA and TESA status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical Experts (TE). Applications of individuals seeking TE status under contracts that propose to employ TE personnel in Germany are submitted through DOCPER. The DOCPER website provides guidance for DoD contractors for SOFA and TESA status.

DOCPER website: <https://wr.acpol.army.mil/dcops-user/>

H.20.2 ITALY SOFA STATUS PROVISIONS

The contractor is responsible for preparing the paperwork as required by the Italian and U.S. Governments for temporary duty (TDY) personnel and those personnel awaiting TR approval. The governing authority is the “Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ Licenses, Civilian Component and Technical Representative Status,” issued on February 20, 2004. As for the TESA process in Germany, the TR documentation for each contractor employee to be stationed in Italy must be approved prior to completion of the Contract transition period; and, each contractor employee in Italy must have approved TR status before beginning employment on this Contract in Italy.

Full details on all requirements and processes for gaining required documentation needed for contract operations in Italy, and information on the DOCPER Contractor Online Processing System (DCOPS), the use of which is required, may be accessed through the following website: http://www.eur.army.mil/g1/content/CPD/docper/docper_italyOps.html.

The U.S. Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. USSSO is also the diplomatic representative for all foreign criminal jurisdiction issues involving DoD personnel; the NATO SOFA, and Foreign Claims Act claims arising out of DoD activities in Italy; the legal advisor to the Office of Defense Cooperation (ODC); the legal representative in Italy for USUECOM; the litigation liaison to the U.S. Department of Justice (DoJ) for all Italian civil and labor litigation involving DoD activities; and, the staff civil law advisor to the Ambassador and the diplomatic mission. Contractor personnel performing in Italy shall comply with all applicable NATO SOFA requirements and provisions. USSSO URL: <http://italy.usembassy.gov/ussso.html>.

H.20.3 RESERVED

H.20.4 KOREA SOFA STATUS PROVISIONS

IC and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>. In addition, the contractor shall also adhere to guidance provided in the Korea SOFA Guide (**Section J, Attachment N**).

Contract personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between Korea and the United States. This classification may be available, upon application, to all of the contractor personnel who are United States citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this contract. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Korea. The following privileges may be extended in accordance with current U.S. Department of Defense Directives, Military Base Interservice Support Agreements and the SOFA.

- a. Entry into and exit from Korea as “exempt personnel.”
- b. Duty free import-export into and from Korea.
- c. U.S. customs exemptions under USFJ PL 4-3.

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- d. U.S. customs exemptions under the Tariff Act of 1930.
- e. Army Air Force Exchange Service (AAFES), exchange service station, theater, and commissary, subject to Merchandise Control Directives to be administered through the Office of Information.
- f. Laundry and dry cleaning.
- g. Military banking facilities.
- h. Transient billeting facilities on a space-available basis, not to exceed three days and three nights.
- i. Open mess (club) membership, as determined by each respective club.
- j. Casualty assistance (mortuary services) on a reimbursable basis, as specified in AFI 34-501.
- k. Routine medical care to be provided on a reimbursable basis, in accordance with AFI 41-115.
- l. Dental care is limited to relief of emergencies on a reimbursable basis.
- m. Employment, emergency leave, and home leave-type travel and transportation for principal U.S. civilian employees and their families will be provided on a reimbursable basis, insofar as such travel and transportation entitlements do not exceed those authorized members of the U.S. civilian component. Contractors shall not be allowed space available travel privileges aboard Air Mobility Command contract or military aircraft as provided military personnel unless such person travels in a retired military status.
- n. Department of Defense Dependent Schools (DODDS) Elementary and Secondary Education facilities on a space available, tuition-paying basis.
- o. Postal support, as authorized by DoD 4525-8AF Sup 1.
- p. Local recreation services on a space available basis.
- q. Armed Forces Recreation Center, on a space available basis.
- r. Privately owned vehicle (POV) operator's license.
- s. Registration of privately owned vehicle (POV).
- t. Purchase of petroleum and oil products.

Whenever the word "reimbursable" is used in the aforementioned logistic support/privileges, it means that contractors shall pay the U.S. Government for the services rendered and/or supplies utilized.

H.21 NEWS RELEASE

The offeror shall not make any news release pertaining to this procurement and resulting Contract without prior Government approval and only in coordination with the FEDSIM CO and the affected CCMD.

H.22 CONTRACTOR PROVIDED FACILITY

The contractor may be required to provide a contractor facility. The facility will be used to perform off-site work, to include meetings with the Government. The Government does not

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intend to assume responsibility to retain facilities or take control of any title after the Contract is completed nor enter into or take control of any lease.

H.23 CONTRACTOR PERSONNEL TRAINING REQUIREMENTS

All references to contractor or contractor personnel in this section are inclusive of both prime contractor personnel and, if applicable, all subcontractor personnel.

The contractor shall ensure that all Contract personnel comply with the Mandatory Training requirements for contractor personnel in accordance with applicable local regulations. Contractor personnel shall comply with all local mandatory training required to attain a Government CAC and access the Government LAN and automation systems.

All contractor personnel requiring access to DoD installations, facilities, and controlled access areas shall complete AT Level I awareness training within 30 calendar days of the contractor personnel start date. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee located at such facilities upon request to the local Government Technical Lead or Performance Monitor, within seven calendar days.

Contractor personnel shall comply with local security policies and procedures (provided by a Government representative) as applicable for the installation, facility, or area. The contractor shall provide all information required for background checks to meet installation access requirements the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor personnel must comply with all personal identity verification requirements as directed by DoD or local policy. In addition to the changes otherwise authorized by the changes clause of this Contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of PS, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security in accordance with **Section F, Deliverable 40**. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the Contractor shall identify an individual who will be an OPSEC Coordinator. The contractor shall ensure this individual becomes OPSEC Level II certified per AR 530-1.

Per FAR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All Contractor employees must complete annual OPSEC awareness training.

All contractor employees and associated subcontractor employees must complete the DoD Information Awareness (IA) Training before issuance of network access and annually thereafter.

Per DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award.

Contractor shall comply with Defense Federal DFARS 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the U.S. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the Combatant Commander

SECTION H – SPECIAL CONTRACT REQUIREMENTS

to exercise oversight to ensure the Contractor compliance with Combatant Commander and subordinate task force commander policies and directives.

Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

H.24 RESERVED

H.25 EXPORT-CONTROL ITEMS

The contractor and/or its subcontractors may be required to generate, or need access to, export-controlled items. It is the responsibility of the contractor, as the exporter, to obtain the appropriate export license or exemption(s). The Government will work with the contractor post-award and assist the contractor in obtaining the appropriate export license or exemption(s). The contractor shall comply with all U.S. laws, policies, and regulations applicable to the exchange of information with foreign nationals and foreign countries, including but not limited to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and policies of the requiring activity's foreign disclosure office, in accomplishing the requirements. Refer to DFARS Clause 252.225-7048, Export-Controlled Items (Jun 2013) for compliance.

The contractor may be required to release or exchange information with representatives of Five Eyes, NATO, Resolute Support, and certain critical Nation-States of:

- a. USAFRICOM: Angola, Djibouti, Malawi, Benin, Equatorial Guinea, Mali, South Africa, Botswana, Mauritania, South Sudan, Burkina Faso, Ethiopia, Mauritius, Burundi, Gabon, Mozambique, Swaziland, Cameroon, The Gambia, Namibia, Tanzania, Cape Verde, Ghana, Niger, Togo, Central African Republic, Guinea, Nigeria, Uganda, Chad, Guinea-Bissau, Rwanda, Comoros, Kenya, Sao Tome, Principe, Zambia, Democratic Republic of the Lesotho, Senegal, Republic of the Seychelles, African Union, Madagascar
- b. USPACOM: Republic of the Philippines, Republic of Korea, Japan, Thailand, Cambodia, Bangladesh, Brunei, French Polynesia, Indonesia, India, Malaysia, Maldives, Mauritius, Nepal, Pakistan, Palau
- c. USEUCOM: Albania, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, and United Kingdom
- d. USCENTCOM: Bahrain, Egypt, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Oman, Pakistan, Qatar, Saudi Arabia, Tajikistan, Turkmenistan, U.A.E., Uzbekistan, Yemen

And, any other partner nations where the contractor has received written approval by the Requesting Authority for this Contract.

H.26 SPECIALIZED DATA REQUIREMENTS

The Government will retain full ownership of all content and works first produced, created, or generated in the performance of this Contract. The contractor shall transfer ownership of all website addresses, applications, and log-in information, such as user names, created or used during Contract performance to the Government upon completion of work under the Contract. The Government will withhold payment of the final annual invoice until this requirement is satisfied and acknowledged by the Government specific TPOC and the COR.

The Government will also retain full ownership of the Collaboration Portals developed and delivered under the Contract and all TSPs and TSEs developed and delivered under the Contract in accordance with DFARS 252.227-7020.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this Contract.

| FAR | TITLE | DATE |
|------------|---|-------------|
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government, Alternate I | OCT 1995 |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transitions | SEP 2001 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | OCT 2015 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreement or Statements-Representation | JAN 2017 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-7 | System for Award Management | OCT 2016 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | OCT 2016 |
| 52.204-13 | System for Award Management Maintenance | OCT 2016 |
| 52.204-16 | Commercial and Government Entity Code Reporting | JUL 2016 |
| 52.204-17 | Ownership or Control of Offeror | JUL 2016 |
| 52.204-18 | Commercial and Government Entity Code Reporting | JUL 2016 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | DEC 2014 |

SECTION I – CONTRACT CLAUSES

| FAR | TITLE | DATE |
|------------|--|-------------|
| 52.204-20 | Predecessor of Offeror | JUL 2016 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations-Representation | NOV 2015 |
| 52.209-6 | Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | NOV 2015 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law | FEB 2016 |
| 52.215-1 | Instructions to Offerors – Competitive Acquisition | JAN 2017 |
| 52.215-2 | Audit and Records—Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence—Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data. | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data – Modifications | AUG 2011 |
| 52.215-22 | 52.215-22 – Limitations on Pass-Through Charges— Identification of Subcontract Effort | OCT 2009 |
| 52.215-23 | 52.215-23 – Limitations on Pass-Through Charges | OCT 2009 |
| 52.215-20 | Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data | OCT 2010 |
| 52.216-7 | Allowable Cost and Payment. | JUN 2013 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.219-8 | Utilization of Small Business Concerns | NOV 2016 |
| 52.219-9 | Small Business Subcontracting Plan | JAN 2017 |
| 52.219-16 | Liquidated Damages—Subcontracting Plan | JAN 1999 |
| 52.222-2 | Payment for Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition of Segregated Facilities | APR 2015 |
| 52.222-24 | Preaward On-site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-35 | Equal Opportunity for Veterans | OCT 2015 |
| 52.222-37 | Employment Reports on Veterans | FEB 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. | DEC 2010 |

SECTION I – CONTRACT CLAUSES

| FAR | TITLE | DATE |
|------------|---|-------------|
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification. | OCT 2015 |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan | MAR 2015 |
| 52.222-57 | Representation Regarding Compliance with Labor Laws (executive Order 13673) | DEC 2016 |
| 52.222-59 | Compliance with Labor Laws (Executive Order 13673) | DEC 2016 |
| 52.222-60 | Paycheck Transparency (Executive Order 13673) | OCT 2016 |
| 52.223-6 | Drug-Free Workplace. | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 2011 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.224-3 | Privacy Training | JAN 2017 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-25 | Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran – Representations and Certifications | OCT 2015 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | DEC 2007 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.228-5 | Insurance—Work on a Government Installation | JAN 1997 |
| 52.228-7 | Insurance—Liability to Third Persons | MAR 1996 |
| 52.229-8 | Taxes—Foreign Cost-Reimbursement Contracts | MAR 1990 |
| 52.230-1 | Cost Accounting Standards Notices and Certification | OCT 2015 |
| 52.230-2 | Cost Accounting Standards | OCT 2015 |
| 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| 52.232-22 | Limitation of Funds | APR 1984 |
| 52.232-23 | Assignment of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment (Alternate I) | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer—System for Award Management. | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 | Disputes. Alternate I | DEC 1991 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-3 | Continuity of Services | JAN 1991 |

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| FAR | TITLE | DATE |
|------------|---|-------------|
| 52.239-1 | Privacy or Security Safeguards | AUG 1996 |
| 52.242-1 | Notice of Intent to Disallow Costs. | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-5 | Payments to Small Business Subcontractors | JAN 2017 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order. Alternate I | APR 1984 |
| 52.243-2 | Changes—Cost Reimbursement. Alternate I | APR 1984 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-5 | Competition in Subcontracting | DEC 1996 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use and Charges | APR 2012 |
| 52.246-5 | Cost-reimbursement Service Contracts | APXR 1984 |
| 52.246-25 | Limitation of Liability—Services | FEB 1997 |
| 52.249-6 | Termination (Cost-Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |

I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXTFAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the contractor within 30 days of the end of the period of performance.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of clause)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRATOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

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(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

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(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

SECTION I – CONTRACT CLAUSES

entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

SECTION I – CONTRACT CLAUSES

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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It ☐ has, ☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It * has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

I.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

| GSAM | TITLE | DATE |
|-------------|---|-------------|
| 552.204-9 | Personal Identity Verification Requirements | OCT 2012 |
| 552.212-4 | Contract Terms and Conditions-Commercial Items (Alternate II) (FAR Deviation) | JUL 2015 |
| 552.212-71 | Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items | JUN 2016 |
| 552.215-70 | Examination of Records by GSA | JUL 2016 |
| 552.215-73 | Notice | JUL 2016 |
| 552.232-25 | Prompt Payment | NOV 2009 |
| 552.232-39 | Unenforceability of Unauthorized Obligations (FAR Deviation) | JUL 2015 |
| 552.232-78 | Payment Information | JUL 2000 |

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at Defense Procurement and Acquisition Policy website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/

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| DFARS | TITLE | DATE |
|--------------|--|-------------|
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7004 | Display of Hotline Posters | OCT 2016 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7000 | Disclosure of Information | OCT 2016 |
| 252.204-7004 | Alternate A, System for Award Management | FEB 2014 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7014 | Limitations on the Use or Disclosure of Information to Litigation Support Contractors | MAY 2016 |
| 252.209-7004 | Subcontracting with Firms that are owned or controlled by The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.211-7003 | Item Unique Identification and Valuation | MAR 2016 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.223-7004 | Drug-Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.225.7041 | Correspondence in English | JUN 1997 |
| 252.225-7043 | Antiterrorism/Force Protection for Defense Contractors Outside the United States | JUN 2015 |
| 252.227-7013 | Rights in Technical Data - Noncommercial Items | FEB 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | FEB 2014 |
| 252.227-7015 | Technical Data-Commercial Items | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions - Computer Software | SEP 2016 |
| 252.227-7020 | Rights in Special Works | JUN 1995 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | MAY 2013 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |

SECTION I – CONTRACT CLAUSES

| DFARS | TITLE | DATE |
|--------------|---|-------------|
| 252.227-7030 | Technical Data- Withholding of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 2016 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7010 | Levies on Contract Payment | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.237-7023 | Continuation of Essential Contractor Services | OCT 2013 |
| 252.237-7024 | Notice of Continuation of Essential Contractor Services | OCT 2010 |
| 252.239-7001 | Information Assurance Contractor Training and Certification | JAN 2008 |
| 252.242-7005 | Contractor Business Systems | FEB 2012 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | SEP 2016 |
| 252.246-7001 | Warranty of Data | MAR 2014 |

DFARS Deployment Clauses

| DFARS | TITLE | DATE |
|--------------|---|-------------|
| 252.225-7040 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States | OCT 2015 |
| 252.225-7980 | Contractor Personnel Performing in the United States Africa Command Area of Responsibility | JUN 2016 |
| 252.225-7985 | Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United | DEC 2014 |

SECTION I – CONTRACT CLAUSES

| DFARS | TITLE | DATE |
|---------------|--|----------|
| | States Africa Command (USAFRICOM) Theater of Operations | |
| 252.225-7993 | Prohibition on Providing Funds to the Enemy | SEP 2015 |
| 252.225-7994 | Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations | MAR 2015 |
| 252.225-7995 | Contractor Personnel Performing in the United States Central Command Area of Responsibility | JAN 2015 |
| 252.225-7997 | Contractor Demobilization | AUG 2013 |
| 252.225-7999 | Requirement for Products or Services from a Central Asia, Pakistan, or the South Caucasus | AUG 2012 |
| 252.229-7014 | Taxes—Foreign Contracts in Afghanistan | DEC 2015 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | JUN 2012 |
| 252.232-7014 | Notification of Payment in Local Currency (Afghanistan) | SEP 2014 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 5152.222-5900 | Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports | MAR 2014 |
| 5152.225-5900 | Arming Requirements and Procedures for Personal Security Services Contractors and Requests for Personal Protection | AUG 2014 |
| 5152.225-5902 | Fitness for Duty and Medical/Dental Care Limitations | JUN 2015 |
| 5152.225-5903 | Compliance with Laws and Regulations | DEC 2011 |
| 5152.225-5904 | Monthly Contractor Census Reporting | AUG 2014 |
| 5152.225-5907 | Medical Screening and Vaccination Requirements for Employees Operating in the CENTCOM Area of Responsibility (AOR) | JUN 2015 |
| 5152.225-5908 | Government Furnished Contractor Support | JUN 2015 |
| 5152.225-5910 | Contractor health and Safety | DEC 2011 |
| 5152.225-5914 | Commodity Shipping Instructions | AUG 2011 |
| 5152.225-5915 | Contractor Accountability and personal Recovery | JUN 2014 |
| 5152.232-5900 | Payment in Local Currency | DEC 2011 |
| 5152.247-5900 | Inbound/Outbound Cargo and Contractor Equipment Census | APR 2012 |

SECTION J – LIST OF ATTACHMENTS

The information provided in Section J is for reference only. The documents in Section J are not intended to change the RFP and any conflict therein should be resolved by referring and relying upon the RFP. Because the Section J reference materials may be outdated or contain information that has not been recently verified for accuracy, the Government does not warrant the accuracy of the information for purposes of this RFP.

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the RFP.

| Attachment | Title |
|-------------------|--|
| A | COR Appointment Letter |
| B | Acronym List |
| C | Incremental Funding Chart (electronically attached .xls)(Attached at Contract Award) |
| D | Problem Notification Report |
| E | Trip Report |
| F | Deliverable Report |
| G | Corporate Non-Disclosure Agreement (NDA) |
| H | Addendum to Corporate Non-Disclosure Agreement |
| I | Request to Initiate Purchase (RIP) template |
| J | SPOT Deployment Tracker Example |
| K | Draft DD 254 Continuation Form |
| L | Draft DD 254 Form |
| M | Travel Authorization Request (TAR) template |
| N | Korea SOFA Guide |
| O | Cost Price Workbook |
| P | Project Staffing Plan (PSP) |
| Q | Key Personnel Qualification Matrix (KPQM) |
| R | Quality Assurance Surveillance Plan (QASP) |
| S | Small Business Subcontracting Plan (Incorporated at award) |